



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC250855002	CONTRACT TITLE Statewide Ground Maintenance Equipment CONTRACT PERIOD Feburary 13, 2026 through October 31, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID/MOVERS SUPPLIER ID NUMBER MB00188094/1009311
CONTRACTOR NAME AND ADDRESS Alamo Group Ag Americas, LLC 1627 East Walnut Seguin, TX 78155	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC250855002 between the State of Missouri and Alamo Group Ag Americas, LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified in section 4.1 of the attached Cooperative Contract Procurement document.	
BUYER Lane Feeler	BUYER CONTACT INFORMATION Email: lane.feeler@oa.mo.gov Phone: (573) 522- 3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/13/26
DIRECTOR OF PURCHASING  Stacia L. Dawson	

State of Missouri
Office of Administration, Division of Purchasing



**Cooperative Contract (COOP) for Statewide Ground Maintenance
Equipment (NASPO Valuepoint)**

COOP CONTRACT NUMBER NO.:	CC250855002
COOP CONTRACT ISSUED ON BEHALF OF:	Various Agencies Located throughout The State of Missouri
CONTRACTOR NAME AND ADDRESS:	Alamo Group Ag Americas LLC dba Bush Hog, Rhino Ag, Dixie Chopper 1627 East Walnut Seguin, TX 78155
ISSUE DATE:	January 21, 2026
CONTRACT PERIOD:	Date of Award through October 31, 2026
REQUISITION NO.:	N/A

REQUESTED RESPONSE DATE: JANUARY 28, 2026

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:

BUYER: Lane Feeler
PHONE NO.: (573) 522-3296
EMAIL: Lane.Feeler@oa.mo.gov

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE
FOLLOWING ADDRESS:**

Various State Agency Locations
Throughout The State of Missouri

Vendor's Organization Name:	Alamo Group Ag Americas LLC dba Bush Hog, RhinoAg, Dixie Chopper		
MissouriBUYS Supplier Number:	1009311		
Point of Contact:	Rick Nanasy		
Phone Number:	(715) 293-6519	Email Address:	rick.nanasy@alamo-group.com
Mailing Address:	2501 Griffin Ave		
City/State/Zip:	Selma AL 36701		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 12/31/2024 Effective Date of Merger & Name Change MM/DD/YYYY		

The Contractor hereby agrees to provide the services and/or supplies described in the attached **Commonwealth of Virginia Contract #61514** for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

Authorized Signature <i>Rick A. N. Nanasy</i>	Date February 9, 2026
Printed Name Rick Nanasy	Title Regional Sales Manager

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must achieve "**Approved**" registration status in MissouriBUYS (WebProcure/Proactis) and "**Spend Authorized**" registration status in MissouriBUYS, powered by MOVERS **to be considered for a contract award**. Reference Section 5.

Cooperative Contract Organization:

COOP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
COOP Vendor Response Exhibits	Exhibit A	Response Submittal Checklist
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit B	State of Missouri Tax Compliance
	Exhibit C	Registration of Business Name with the Missouri Secretary of State
	Exhibit D	Anti-Discrimination Against Israel Act Certification
	Exhibit E	Employee/Conflict of Interest
	Exhibit F	Federal Funding Unique Identity ID
COOP Attachments	Attachments (Separate Documents) (Do not return these documents with response)	
	Attachment 1	Missouri Statewide Quarterly Admin Fee Instructions and Report
	Attachment 2	Missouri Statewide Contract Admin Fee Quarterly Usage Instructions and Report
	Attachment 3	Federal Funds Requirements

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of ground maintenance equipment as set forth herein for the State of Missouri in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

- 1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

- 1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

- 1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any amendment thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
- b. **Amendment** means a written, official modification to a contract.
- c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Buyer** means the procurement staff member of Purchasing.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.

- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Supplier** has the same meaning as the word, vendor.
- r. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION

2.1 General Requirement:

- 2.1.1 The contractor shall provide ground maintenance equipment specified by the State of Missouri, Various Agencies Located throughout the State of Missouri at the firm, fixed prices specified in the attached documentation. All references to the Commonwealth of Virginia, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Virginia such as background information, statistical/factual information, etc.

2.2 Cooperative Procurement Program:

- 2.2.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.3 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.3.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.3.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.3.3 Payments shall be made using one of the following acceptable payment methods:
- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 2.3.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If

submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.4 **Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.4.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.4.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.4.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1, The Missouri Statewide Contract Quarterly Administrative Fee Report** must be submitted using one of the following methods:

- a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- b. Fax: (573) 526-9815
- c. Email: ereports@oa.mo.gov

2.4.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.5 **Missouri Statewide Contract Quarterly Usage Report:**

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.

Data Element	Description
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2, Statewide Contract Quarterly Usage Report** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.6.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.6.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity's contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency, unless the governmental entity's contract this cooperative contract is established allows for payment in advance.
- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the purchase order.
 - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
 - c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.
 - d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.6.3 Payment:
- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
 - b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
 - c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit D, Anti-Discrimination Against Israel Act Certification**.

3.5 Business Registration:

- 3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

- 3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

- 3.7.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.8 Indemnification:

- 3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

- 3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Federal Funds Requirements:

- 3.10.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 3, Federal Funds Requirements** or other requirements identified by the federal government.

3.11 Invoicing and Payment:

- 3.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.12 Non-Appropriation of Funds:

- 3.12.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.13 Open Records:

- 3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

3.14 Prison Rape Elimination Act (PREA) Requirements:

- 3.14.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

- 3.14.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.14.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.14.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.14.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.14.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.14.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.15 **Record Access:**
- 3.15.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.
- 3.16 **Taxes:**
- 3.16.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*****END OF TERMS AND CONDITIONS SECTION*****

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

- 4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:
- a. The Division of Purchasing's acceptance of the response by "notice of award";
 - b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Alamo Group Ag Americas LLC dba Bush Hog, RhinoAg, Dixie Chopper.
 - c. The attached Participating Addendum between the State of Missouri and Alamo Group Ag Americas LLC dba Bush Hog, RhinoAg, Dixie Chopper.
 - d. The attached contract #61514 signed by the Commonwealth of Virginia, as amended by contract amendment(s); and
 - e. The attached solicitation #61514 issued by the Commonwealth of Virginia.
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 The contractor shall agree to furnish the ground maintenance equipment specified in the contract, at the prices quoted therein.

4.2 Contract Amendment:

- 4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

- 4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire response;
- b. Vendor's pricing;
- c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.4 Foreign Vendor:

- 5.4.1 A foreign vendor who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuy.mo.gov>) website.
- a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
 - b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuy.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Business Compliance Requirements:

- 5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
 - c. **Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
 - d. **Business Compliance Exhibit E, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.
 - e. **Business Compliance Exhibit F, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or

any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit F, Federal Funding Unique Identity ID**.

- f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 Award:

- 5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.
- 5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.
- 5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☒
2.	Complete Business Compliance Exhibit B, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate. Pending application	☐
3.	Complete Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.	☒
4.	Complete and sign Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification.	☒
5.	Complete Business Compliance Exhibit E, Employee/Conflict of Interest.	☒
6.	Complete Business Compliance Exhibit F, Federal Funding Unique Identity ID.	☒
7.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	☒

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit B, State of Missouri Tax Compliance
- Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit D, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit E, Employee/Conflict of Interest
- Business Compliance Exhibit F, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☐ No ☒

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: 02/09/2026 (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Alamo Group Ag Americas LLC
Charter Number	FL001695341
Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☐
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

BUSINESS COMPLIANCE EXHIBIT D, ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |
| BOX D: | To be completed by a vendor that meets the definition of a “ <u>Public Entity</u> ”. |

**BUSINESS COMPLIANCE EXHIBIT D,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT D,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX D – PUBLIC ENTITY

I certify that Alamo Group Ag Americas LLC (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Rick Nanasy

Authorized Representative's Name (Please
Print)

Rick A. N. Nanasy

Authorized Representative's Signature
February 9, 2026

Alamo Group Ag Americas LLC

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT E,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	None
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	__0__%

**BUSINESS COMPLIANCE EXHIBIT F,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Alamo Group Ag Americas LLC	Vendor's Unique Identity ID Number: Pending application started 2-8-2026
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:

1.1 Federal Fund Requirements:

The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

- 1.1.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.
- 1.1.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.3 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
- 1.1.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or

pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also 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.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

1.1.7 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

1.1.8 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by general grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.9 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.10 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor's E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless

otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.

Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.

Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.

If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.

Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
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Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.

Attachment 2- Missouri Statewide Contract Quarterly Administrative Fee Report

Contractor Name:	
Statewide Contract Number:	
Date Report Submitted:	
Administrative Fee Payment Calculation: <i>(If no payments received during Reporting Quarter, skip to next section)</i>	
Total Payments Received (minus returns & credits) from Missouri State Agencies during the Reporting Quarter :	
Total Payments Received (minus returns & credits) from Missouri Political Subdivisions (cities, counties, etc.) during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from Missouri Universities during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from Governmental Entities in Other States during the Reporting Quarter:	
Overall Total Payments Received (minus returns & credits) during the Reporting Quarter :	\$0.00
1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)	1.00%
Total Administrative Fee Payment for the Reporting Quarter:	\$0.00
If no payments were received during the Reporting Quarter, check the box below:	
☐ No payments were received this calendar quarter for any purchases on the contract identified above.	

Report Contact Name:	
Contact Phone Number:	
Contact Email Address:	
Reporting FY Quarter (check one):	
☐ July 1 - September 30 Quarter 1	☐ October 1 - December 31 Quarter 2
☐ January 1 - March 31 Quarter 3	☐ April 1 - June 30 Quarter 4
Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:	
1) Mail: Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) Fax: (573) 526-9815 3) Email: ereports@oa.mo.gov	
Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:	
Method of Payment Used: ☐ Personal check ☐ Money Order ☐ Company check ☐ ACH (Electronic Payment) ☐ Cashier's check	
Date of Payment Submission: __/__/20__ (mm/dd/yyyy)	
Signature of Responsible Party for Report Content:	
Signature: _____ Title: _____ Date: _____	

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address:

<http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable.

The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

Attachment 3 Missouri Statewide Contract Quarterly Usage Report

Contractor Name:		Report Contact Name:		Contact Email Address:			
Statewide Contract Number:		Contact Phone Number:		Date Report Submitted:			
If no purchases were made during the reporting quarter, check the box below:		Reporting Quarter: (check one)	[] January 1 - March 31	[] April 1 - June 30			
[] No purchases were made during this quarter on the contract identified above.			[] July 1 - September 30	[] October 1 - December 31			
Entity Type*	Customer Name	Product or Service Description	Purchase Authorization Number/Identifier	Contract Line Item Number	Quantity Delivered	Unit Price Charged	Extended Price
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Overall Total of Purchases							\$0.00

* Entity Type: "S" = Missouri state agency; "P" = Missouri political subdivision; "U" = Missouri university; "O" = political subdivision or state entity from other state

COMMONWEALTH OF VIRGINIA – NASPO VALUE POINT MASTER AGREEMENT

Ground Maintenance Equipment Master Agreement # 61514

THIS MASTER AGREEMENT entered into this 25th day of September 2024, by Bush Hog, LLC, hereinafter called "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchase and Supply called the "Purchasing Agency"

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

GENERAL PURPOSE: The Contractor shall provide Ground Maintenance Equipment to the Purchasing Agency as set forth in this Master Agreement for the following Categories:

Category 1- Commercial Mowers

PERIOD OF PERFORMANCE: The initial term of this Master Agreement shall be for two years and is effective November 1, 2024 through October 31, 2026, with three additional one-year renewal options.

THIS MASTER AGREEMENT hereby consists of the following:

- (1) This signed document
- (2) Attachment A: NASPO ValuePoint Master Terms and Conditions
- (3) Attachment B: Scope of Work
- (4) Attachment C: Commonwealth of Virginia General Terms and Conditions; and
- (5) The following documents incorporated by reference:
 - a. Request for Proposal #RFP61514, including all exhibits and addendums, and
 - b. The Contractor's Proposal, including all clarifications and negotiations, to Request for Proposal #RFP61514

In the event of any conflict, Attachment A (NASPO ValuePoint Master Terms and Conditions) will take precedence over all other documents.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be duly executed intending to be bound thereby.

CONTRACTOR:

By: Marc Ivey Digitally signed by Marc Ivey
Date: 2024.10.02 08:39:47 -05'00'

Title: National Sales Manager

Date: October 2, 2024

PURCHASING AGENCY:

By: Tracy Wrenn

Title: Statewide Sourcing & Contracting officer

Date: October 2, 2024



September 20, 2024

To Whom It May Concern,

Bush Hog LLC holds an agreement with Manufacturers Solutions Team LLC (MST) to perform the services of all Bush Hog government contract management and administration. This includes working with our teams in the processes of responding to and managing RFP's and awarded contracts. This management includes working with our teams in Marketing, training staff, dealers, and customers in using our contracts, and administering all contract requirements including sales tracking and fee payment.

Mary Andrews and Jill Sandidge with MST have our full support and permission to act on our behalf in all government contract management and administration and specifically with the NASPO Ground Maintenance Equipment RFP 61514 issued by the Commonwealth of Virginia and any additional participating addendums we may develop with NASPO participating agencies.

Mary Andrews
Contract Manager
mary@manufacturerssolutionsteam.com
830-481-4818

Jill Sandidge
Contract Manager
jill@manufacturerssolutionsteam.com
615-680-4458

Marc Ivey Digitally signed by Marc Ivey
Date: 2024.10.02 08:44:10
-05'00'

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA").
- (2) NASPO ValuePoint Master Agreement, including all additions thereto.
- (4) Statement of Work;
- (5) Schedules and Attachments expressly incorporated into this contract;
- (6) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions.
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No terms on either party's Purchase Orders, Invoices, Ordering Documents, Website, Browse-Wrap, Shrink-Wrap, Click-Wrap, Clickthrough, or other Non-Negotiated Terms and Conditions provided with any contract activities will constitute a part or amendment of this Agreement or is binding for any purpose. All such other Terms and Conditions have no force and effect and are deemed rejected, even if access to or use of the contract activities requires affirmative acceptance of such Terms and Conditions

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 3 additional years, with three separate 1 year extensions, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders

placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each

Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint

Program requirements: Term of the Master Agreement; Amendments; Participants and Scope;

Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program

Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee

Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including (if applicable) pricing for each: chassis, body/equipment item, and installation by product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is Microsoft Excel or equivalent.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, nonexclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Price and Rate Guarantee Period

Price and rate guarantee period information is outlined in **Sections B4.11, B4.12, & B4.13 (Attachment B)**.

11. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

12. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
- (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each

shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

14. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.
- e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

17. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the

ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

18. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software

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license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

General Provisions

19. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the

applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order

20. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

21. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or

indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

22. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

23. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

24. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

25. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

26. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including

any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

27. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

28. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

29. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating

Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

30. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

31. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the

Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

32. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

34. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

36. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

Attachment B

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The Commonwealth of Virginia, Department of General Services, is requesting proposals for Ground Maintenance Equipment in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

II. MASTER AGREEMENT OBJECTIVES

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

III. MASTER AGREEMENT DELIVERABLES

1. Product Categories

A. Ground Maintenance Equipment:

The award of this RFP will cover categories which contain Ground Maintenance equipment, such as Commercial Mowers, self-propelled mowers, zero turn mowers, walk behind mowers, robotic mowers, heavy duty tractors, compact tractors, PTO driven towed tractors, utility vehicles, golf and turf equipment, sprayers, tillers, handheld equipment, additional equipment, attachments, and accessories.

B. Value Added Option for Additional Equipment

Attachment I, Cost Proposal allows Offerors to offer their most frequently purchased items or special contract listings for this award as a value add. These items will hold cost for the first initial period of the contract. In addition, Offerors may offer as a value add to this award, other equipment and / or categories which fall under the general guidelines of these equipment types. Subject to Participating Entity approval, these value-add options may or may not be ultimately exercised at the participating addendum level. This may be an emerging technology in equipment or general enhancements such as, Remote Control, Automation, Safety Features, and Alternative Fuel Options. Special financing and or leasing options should also be listed here.

IV. CONTRACTOR RESPONSIBILITY AND TASK

1. Authorized Dealers / Distributors Only manufacturer Offerors with strong dealer networks in multiple states are asked to respond directly to this RFP and will be named on the award of the Master Agreement. The awardees of the resulting Master Agreements will be responsible for all reporting, management fees required, and the individual Participating Addendums executed. The manufacturer will offer users of this contract set discount levels, which may be sold and serviced at the dealer level. Any interested equipment dealer is highly encouraged to connect with their manufacturer and ensure they have been named as an authorized dealer / distributor. Attachment Q, Authorized Dealer Worksheet Distributors by State, does list authorized dealer / distributors and will be part of the evaluation process to ensure adequate local supply is addressed as well as shipping and delivery options.

2. Insurance Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

A. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below: (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$5 million per occurrence. (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

B. Offeror / Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

C. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

D. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order

3. Licensing

A. Sales of motor vehicles are subject to state Motor Vehicle Statutes. Offeror certifies by submission of a response that all required Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses, if requested, will be submitted with the states' participating addendums.

B. License requirements for states participating in the contract will be addressed in each state's participating addendum.

C. It is the Contractor's responsibility to keep all required Motor Vehicle licensing current during the term of the contract and to furnish copies at any time upon request by the contract administrator. If the Contractor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold may be made only with properly licensed Motor Vehicle Dealers.

4. Ordering

A. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

B. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

C. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established

current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

5. Changes in Contractor Contact

The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.

6. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7. Warranty-Equipment/Options/Accessories/Attachments

A. The Contractor agrees the products furnished under this Contract shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.

B. The Contractor warrants that at the time of delivery, all equipment purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.

C. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.

D. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.

E. Offeror shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.

F. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment: (1) Name of Purchasing Entity and division, if applicable. Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)

G. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

H. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

I. All persons utilized in the performance of this contract shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

J. Equipment that will remain in the Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor

shall be responsible for the proper care and custody of any state-owned equipment in the Contractor's possession.

8. Quality of Parts

A. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.

B. After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

C. All rebuilt or remanufactured parts must meet the same requirements as listed above.

D. Some repair parts may be required to be original equipment manufacturer repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.

E. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

9. Warranty/Buy Back

Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

10. Repair Facilities

Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Contractor's dealer network. As the manufacturer, the Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

11. Freight/Shipping/Set-up Fees

A. Freight from the factory to the distributor is the responsibility of the Contractor. Freight from the distributor to the customer is an allowable charge.

B. Delivery is to be FOB Destination (of ordering entity) freight collect

C. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

12. Delivery

A. Delivery of equipment shall be stated in each quotation. It is preferable to expect delivery within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

B. All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.

C. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.

D. Delivery on parts is to be made within 30 days or otherwise stated in quotation.

E. One operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

F. All ordering entities will have the option to pick up their equipment from the dealer.

13. Price Adjustments

The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to take place while the discount percentage must remain stable.

The Contractor will be required to notify the Contracting Officer (Lead State) for review and approval when new pricing updates occur and an explanation of what has prompted the change as well as documentation to support the price increase. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor will price increases be allowed at time of delivery.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

14. New Products

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

15. Discontinued Products

Contractor is to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

16. Price

The purpose of this competitive solicitation is to develop a category / catalog discount contract structure to provide for equipment to be made available for purchase. This allows for the most current model of equipment to be covered under this contract as equipment is introduced to stay with available market trends. The pricing matrix is a percentage discount subtracted from the Contractor's Suggested Retail Price. Contractor can submit actual pricing schedules for their equipment with the percentage discount already figured, as long as the Contractor list price is stated first, then the discount, then the final discount price. If you have products that can be fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

The quoted discount percentage will be in affect the entire contract period. Additional or deeper discounts will be accepted, but original discount rates cannot be lowered.

17. Value Added Contract Items

Value Added Items have been included with Attachment I, Cost Proposal:

- Ground Maintenance Equipment Value Add

As a value-added option, vendor may specify contract items which will qualify as priority, bestselling, higher usage items, or a special "hot" list or "contract offering" based on a deeper discount.

Due to the large variance of equipment available, and as the subject expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth of equipment options available if awarded. This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods.

V. LEAD STATE RESPONSIBILITIES AND TASKS

Participating State Terms and Conditions. (ADMIN) As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided as Attachments (see Attachment E) to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO
Deputy Director

P. O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

May 15, 2024

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Request for Proposal: 61514
Commodity: 51545
Dated: 5/1/2024
For Delivery To: Nationwide
Bid Due: June 12, 2024 @ 5:00 P.M.

The below is hereby amended as follows:

1. **Reference Attachment E- Participating Information:** The following additional states are hereby added, therefore the totals for estimated annual contract spend is hereby increased to 36.5 million. Revised Attachment E has been updated and posted to reflect the below information.
 - **Vermont-** Exhibit 6 is hereby added – Estimated Annual Contract Spend is 1 million dollars.
 - **Minnesota-** Estimated Annual Contract Spend is 6.3 million dollars.
 - **Missouri-** Estimated Annual Contract Spend is 3 million dollars.
 - **New Mexico-** Exhibit 7 is hereby added- Estimated Annual Contract Spend is 8.2 million dollars.
2. **Reference Attachment C- RFP Evaluation Plan:** Attachment C- RFP Cost Evaluation Plan has been revised to reflect the below changes. Revised Attachment C has been posted under documents.
 - Stage 4: Cost Evaluation – Market Basket Evaluation points is hereby adjusted down to 100
 - Stage 4: Cost Evaluation- Discount % Off Evaluation Cost Points is hereby increased to 200.
3. **Reference Attachment I- Cost Proposal:** Cost Proposal worksheet has been revised and replaced.
 - PTO Driven Equipment has been removed from the listing as a subcategory.
 - Market Basket Evaluation Additional Instructions have been revised to add number 3. Offeror is asked to submit their base model information for each subcategory for the purpose of this evaluation. Additional models you are wishing to offer are to be added to the Equipment percentage off evaluation tab.

4. **Reference Attachment B- Scope of Work:** The following has been added to section III, Master Agreement Deliverables. 1. Product Categories "C" as indicated below. Revised Attachment B has been posted under documents.

C. Open Market- (Non-Contract- Allied Equipment) Open Market (Non-contract or allied equipment) will be permitted to be procured at the same time as contract equipment to allow for the contract equipment to operate within safety guidelines (e.g., federal, state, agency) or to function as needed. The addition of the non-contract or allied equipment will complete or enhance the operation or provide an additional level of safe operation of the contract equipment. Open Market (non-contract or allied equipment) are considered to be products, implements, attachments, parts, and bundles not manufactured by the Contractor but in some instances branded by the Contractor. The following are typical examples of these procurements:

- a. Agency purchasing a contracted base model unit wants a service parts package to take care of the first required oil change on the unit.
- b. Agency needs to purchase a John Deere tractor with an implement for specialty mowing purposes such as a non-contract/Allied "over the guard rail" boom mower.
- c. Agency needs to purchase a John Deere tractor for roadside mowing with the tractor tires filled with non-contract/Allied fluid as a ballasting agent in order to maintain stability when performing hillside mowing.
- d. Agency has a requirement for mounted non-contract/Allied lighting packages on equipment for safety and visibility purposes.

Open Market (Non-contract/allied equipment) as defined above may be included on a purchase order as long as the equipment is related to and compatible with the contract equipment being purchased. Standalone non-contract/allied equipment purchases shall not be permitted.

The price of the Open Market (non-contract/allied equipment) will be negotiated between the Contractor/Authorized Dealer and the Authorized User. Open Market (Non-contract/allied equipment) must be specified on the purchase order as "non-contract" or "Open Market" items. Authorized Users must comply with their State's procurement policies and procedures for the purchase of Open Market (non-contract/allied equipment).

Offeror confirms that to the extent open market (non-contract/allied equipment) is included on a purchase order with contract equipment, the Contractor will not void any applicable equipment warranty(ies), provided that the following conditions are met:

- a. Open Market (Non-contract/allied equipment) is properly mounted or installed by an authorized dealer/distributor or other installer approved by the Contractor.
- b. Any warranty claim for contract equipment is warrantable under the terms and limitations of the applicable Contractor's product warranty(ies); and
- c. The Authorized User provides supporting documentation upon request by the Contractor for verification of warranty claim.

5. **Reference Questions and Answers:** Questions and Answers have been added as a separate attachment to this RFP.

Signature Page to Follow

Addendum 1
RFP 61514- Ground Maintenance Equipment

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Tracy Wrenn, VCO

Tracy Wrenn
Statewide Sourcing & Contracting Officer

Bush Hog LLC

Name of Firm

Marc Ivey Digitally signed by Marc Ivey
Date: 2024.06.10 23:39:50
-05'00' **National Sales Manager**

Signature/Title

June 10, 2024

Date

Attachment G

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.**

I. OFFEROR INFORMATION

- A. **Company's Full Legal Name:** Bush Hog LLC
- B. **Primary Business Address:** 2501 Griffin Avenue, Selma, AL 36703
- C. **Federal Tax Identification Number:** 27-0888283
- D. **Entity Type:**
 - ☐ Sole Proprietorship
 - ☐ Partnership
 - XX ☒ Limited Liability Company
 - ☐ Corporation

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website. www.bushhog.com
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved. Bush Hog was established in 1951 and is one of the leading North American manufacturers of rotary cutters, finishing mowers, landscape tools, and tractor mounted implements used in the agricultural and government markets. We are credited with making the first five-foot wide rotary cutter featuring a three-point lift and a stump jumper with swinging blades that would fold back if they hit rocks or other heavy objects. Bush Hog was purchased by Alamo Group in October 2009 and is part of Alamo's Vegetation Management Division consisting of 27 additional brands. We operate in a 500,000 square foot automated production facility and build and support 12 different product categories.
- C. **Company Size.** Identify the number of employees working for your company. 300+ full time employees, plus we consider our 1250+ dealer locations and their supporting staff as part of our team.
- D. **Ownership Structure.** Describe your company's ownership structure. Bush Hog is one of 40 brands in the parent company of Alamo Group. Alamo was established in 1969 and concentrates in the manufacturing of equipment for the sustaining of industrial vegetation and agricultural spaces. Alamo Group is publicly traded (ALG), \$1.69bn in 2023 revenue with 4200+ employees around the globe. www.alamo-group.com
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary. We do not have any claims or pending litigation matters.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

- A. **Proposal Contact Name:** Marc Ivey
- B. **Proposal Contact Title:** National Sales Manager
- C. **Proposal Contact Email:** marc.ivey@bushhog.com
- D. **Proposal Contact Phone Number:** 334-874-2793

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

**Request for Proposals for
Ground Maintenance Equipment**

Issued by the Commonwealth of Virginia
Solicitation Number **RFP 61514**



By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- ☒ XX Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. Furthermore, Offeror was neither created nor used for the purpose of circumventing a debarment decision against another vendor. Offeror understands this if it is created or used for the purpose of circumventing a debarment against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- ☒ XX Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- ☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

- ☒ XX Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or

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Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

- E. **Business Certifications.** (Check all that apply.) None apply to Bush Hog.
- ☐ Offeror is a certified [demographic]-owned business, as defined in [statutory citation].
 - ☐ Offeror is a resident business, as defined in [statutory citation].
- F. **Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- G. **NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a [0.25%] administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.
- H. **Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment H, Offeror Response Worksheet.
- I. **Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. **Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- K. **Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment A, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

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Issued by the **Commonwealth of Virginia**
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Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Marc Ivey

Digitally signed by Marc Ivey
Date: 2024.06.11 10:49:15 -05'00'

Signature

June 11, 2024

Date

Marc Ivey

Printed Name

National Sales Manager

Title

marc.ivey@bushhog.com

Email Address

334-874-2793

Phone Number



Request for Proposals for
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ATTACHMENT L

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS

The following terms and conditions are MANDATORY and shall be included verbatim in any Contract awarded by the Commonwealth.

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

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- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- F. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- G. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the

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Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- H. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- I. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- J. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information

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furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- K. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days

- L. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

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The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- O. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- P. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Q. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- R. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Attachment J

PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Modifications. (Check one of the below.)

XX Offeror has no proposed modifications to Attachment D, Sample Master Agreement.

☐ Offeror proposes the modifications set forth in the table below and **will submit with Offeror's redlined copy of Attachment D, Sample Master Agreement** incorporating each proposed modification.
Offeror understands, acknowledges, and agrees to comply with the following:

- The Lead State will not consider any proposed modification that:
 - Is not submitted in this attachment;
 - Is not accompanied by an explanation as required in this attachment;
 - Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal;
 - Merely references another document or a URL; or
 - Modifies the NASPO ValuePoint administrative fee.
- Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
- If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.
- Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
 - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed modification.
 - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
 - **Justification for Proposed Change:** Offeror's justification for the proposed change.

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- **Risk and Benefits of Acceptance:** Offeror's analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror's proposed change is accepted by the Lead State.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]

Attachment K CLAIM OF BUSINESS CONFIDENTIALITY

Offeror's Claims of Business Confidentiality. (Check one of the below.)

☒ Offeror is not claiming any information within Offeror's proposal as confidential, proprietary, or protected. (Check box and skip to **Signature** section below.)

☐ Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror's proposal a redacted copy of Offeror's proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:

- Each of the following fields **must** be completed for each claim asserted by Offeror:

- Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
- Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
- Basis for Claim:** The basis for Offeror's claim, which in accordance with the Code of Virginia, § 2.2-4342F:

Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder or offeror must invoke the protections of the Code of Virginia, § 2.2-4342F, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid or proposal will be rejected.

Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

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[Add additional rows as needed.]

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Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror's claim(s). Offeror understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Offeror further agrees that if Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

OFFEROR:

Marc Ivey

Digitally signed by Marc Ivey
Date: 2024.06.11 10:49:37 -05'00'

Signature

June 11, 2024

Date

Marc Ivey

Printed Name

National Sales Manager

Title

marc.ivey@bushhog.com

Email Address

334-874-2793

Phone Number

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential Offerors are required to include this document with their proposal response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Bush Hog LLC

Preparer Name: Marc Ivey **Date:** 6-3-2024

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

Bush Hog will do all work along with our authorized dealers

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1 *Bush Hog does not track or record DSBSD, therefore we do not believe we will utilize any if awarded.*

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

STATE CORPORATION COMMISSION FORM

Offerors are required to return this form with their proposal.

Virginia State Corporation Commission ("SCC") registration information: The Offeror:

XX a corporation or other business entity with the following SCC identification number:

11427865

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: Marc Ivey Digitally signed by Marc Ivey
Date: 2024.06.11 10:50:00 -05'00' Date: June 11, 2024

Name: Marc Ivey

Title: National Sales Manager Print

Name of Firm: Bush Hog LLC

VENDOR DATA SHEET

The following information is required as part of the Offeror's response to this solicitation.

1. **Qualification:** The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Offeror's Primary Contact:**
Name: Marc Ivey Phone: 334-874-2793 Email: marc.ivey@bushhog.com
3. **Years in Business:** Indicate the length of time Offeror has been in business providing this type of good or service:
73 Years Months
4. eVA Supplier ID or DUNS Number: 14-255-5536
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Offeror is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: Hartsfield-Jackson Atlanta Intl Airport Contact: Elias Evans
Phone: (404) 382-2657 Email: () elias.evans@atl.com
Dates of Service: 2023-24 \$ Value: \$156,284.50
 - B. Company City of Cleveland Contact: Jeff Brown
Phone: (216) 420-8178 Email: () jbrown@city.cleveland.oh.us
Dates of Service: 2023-24 \$ Value: \$198,372.40
 - C. Company: Atoah Contracting Contact: Logan Carver
Phone: (828) 735-1980 Email: () atoahcontracting@gmail.com
Dates of Service: 2023-24 \$ Value: \$297,783.01
 - D. Company: Hillsborough County Florida Contact: Zachary Gilbert
Phone: (813) 272-6066 Email: () gilbertz@hillsboroughcounty.org
Dates of Service: 2023-24 \$ Value: \$183,255.00

I certify the accuracy of this information.

Signed: Marc Ivey Digitally signed by Marc Ivey
Date: 2024.06.11 10:50:21 -05'00' Title: National Sales Manager Date: 6/11/24

Attachment H
OFFEROR RESPONSE WORKSHEET

Offeror must complete and succinct responses to each item below. Insert your responses into this worksheet directly beside each question or prompt. While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work.

VENDOR RESPONSE REQUIRED

I. Response to Mandatory Minimum Requirements (Stage 2)

A. Offeror shall be the original Equipment Manufacturer (OEM) for all new construction equipment offered under the resulting award. Please confirm whether you meet this requirement.	Bush Hog and Alamo Group manufacturer the products in the categories of our Finishing Mowers, Single Spindle, Multi Spindle, and Flex Wing Rotary Cutters, and Boom Mowers. Bush Hog is 100% responsible for all warranty, service, and spare parts for each of our models being offered.
B. Offeror must have a Dealer Network to provide equipment to most or all 50 states. Describe how your firm can provide the proposed equipment to all or most of the 50 states. If you are not able to provide to most or all please explain to what area you are able to provide.	Bush Hog has 1250+ authorized dealer locations throughout the US. Over 50% of Bush Hog dealers have been representing the Bush Hog products for over 15 years. Our dealers stock our products. They are all required to be capable of having the facilities, equipment, personnel, and spare parts to work on and support our products. Service trucks are strongly recommended. If a rare opportunity arises that we do not have a dealer nearby, we will work with the customer to locate the best possible solution. Our dealer information is being provided in your Attachment Q.
C. References (Past Performance Verification)- Offeror must submit a minimum of 3 references as requested on in attachment P. Please confirm that you have submitted those references in attachment P	We have completed Attachment P with 4 references.

II. Response to Technical Criteria (STAGE 3)

A. Experience and Qualifications

1. Provide evidence of your customers' satisfaction with your offered equipment and services.	Attached are 5 files with testimonials titled II. A. 1. along with the videos below.
	https://fb.watch/sf0G8GDNou/
	https://fb.watch/sf1fnFH4bl/
a. Describe your client retention rate during the past three (3) years.	Over 50% of Bush Hog dealers have been representing the Bush Hog products for over 15 years. Our dealers give the customer a local contact in which to do business. A vast majority of the business is done through our local channel, therefore we do not have a means to calculate a customer retention rate.
b. Describe the results of any customer surveys your firm uses to assess client satisfaction.	We assess client satisfaction using surveys conducted through Survey Monkey, Paperform, and recently, LinkedIn Polls. We encourage customers to share suggestions for improvements, new product ideas, and insights into their buying experiences. The feedback indicates that our products are recognized as the toughest and longest-lasting equipment on the market. Customers also express a desire for new products and enhancements to existing implements, which we take seriously, often implementing these improvements before manufacturing new equipment.

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c. Describe any Vendor performance ratings your firm has been assessed by a 3rd party, or ratings internal to your organization.	Recent dealer surveys solicited by the Equipment Dealer Association awarded the Gold Level for Shortline Manufacturers to Bush Hog in 2017, 2019, and 2020. In 2023 and over the last 10 years Bush Hog received highest ratings in the categories of Product and Part Quality, Parts Availability, and Product Tech Support. Award documents attached as II.A.1.c.2017 EDA Gold Award, 2019 Dealer Gold Award, 2023 NAEDA Bush Hog Summary of Survey.
3. Describe your firms growth during the past three (3) years.	Bush Hog experienced strong growth in 2021 and 2022 as sales continued to benefit from increased demand generated during the pandemic period. As supply chains settled in and returned to normal, inventories of all ag products began to increase on dealer lots in 2023 and demand and retail activity returned to pre-pandemic levels, 2023 was a year of normal growth. 2024 is shaping up to be a year of flat to slightly negative growth as higher interest rates and other macroeconomic factors impact as a whole. Bush Hog is positioned well in the vegetation management sector with new products, existing products and a strong service parts and customer service base to continue growing for years to come.
4. describe your firm's experience performing the same or similar scope of work or providing the same similar deliverables to other public sector customers.	Bush Hog started in 1951 with a new device designed to clear pasture and crop residue. The tractor-pulled implement devoured heavy brush and those watching commented, "That thing eats bushes like a hog!" That is when the name Bush Hog was born. We are now one of the leading North American manufacturers of rotary cutters, finishing mowers, landscape tools, and tractor-mounted implements used in the agricultural and government markets. Over the years the products picked up a considerable following and we realized we needed personnel to be located closer to the customers, it is at this time we began our dealer distribution channel which today has over 1250 locations. We have been providing demonstrations, offering local sales, service and warranty work to all our customers since the beginning. We have been selling to government agencies as far back as in the 70s. Bush Hog and our dealers understand what the agencies are up against when they need to acquire our equipment. When the 3-bid process was in demand we supported our dealers in getting the information back to the customer quickly and with the most favorable price. As we have transitioned to more purchasing through contracts we realize there is not a one size fits all contract. We have listened to the agencies and work on getting awarded the contracts they need to make their purchases. We have been working with contracts for years and understand how to market and explain their features and benefits to ultimately help the agency make the purchase in a timely and cost effective manner and at a competitive price.
B. Scope of Work	Referring to Agreement Attachment B, II - Bush Hog's commitment to this objective is to provide the most competitive pricing to the agencies using the NASPO contract or their own Participating Adenda.
1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.	Our government team understands government contracts and the importance of remaining compliant with the scope of work and all terms and conditions. We manage multiple contracts with similar requirements and have passed our audits. Bush Hog and our local dealers sell 12-15,000 wholegood units each year and service many more over the long lifespan of our products. Customers have shown us equipment that is 20+ years old still in the field doing the job.
2. Provide evidence of your ability to provide the deliverables identified in the Scope of Work	

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	represent Bush Hog and our products through our contracts and receive purchase orders on our behalf. They will provide the sales and support for all Bush Hog products with our factory support. Our processes include tracking quotes and sales with our dealers in order for Bush Hog to provide you with the required tracking and fee payments. All Participating Addendums awarded are immediately provided to our dealers with our training and follow-up support when needed. 2) Bush Hog and Alamo Group meets or exceeds your insurance requirements and will provide you with the required documentation if awarded. 3) Licensing is not applicable. 4) Ordering is understood and agreed to follow. 5) Bush Hog will keep all contact information current with the Contracting Officer. 6) We understand the CFR Part 200. 7) The Bush Hog standard warranty policy meets your A to J requirements. 8) Our part quality meets or exceeds your A to E requirements. 9) Our product and parts warranty is included in our response which meets or exceeds your requirement. 10) Our authorized dealers will be capable of providing repairs when needed. Bush Hog factory technicians are always available to assist in solving any issues. 11) Bush Hog understands the factory freight is our responsibility, however our dealers may include a line item on the quote for any freight, shipping and handling costs and set-up fees they may incur. 12) Your delivery requirements are our standard operating procedures. 13) Bush Hog is providing pricing based on these requirements in our RFP response. 14) We understand your new product requirements when we have one to add. 15) We understand your discontinued product requirement. 16) Bush Hog will be providing in our response our most competitive pricing with a discount schedule which we understand remains in effect throughout the contract period. 17) Bush Hog will not be providing other equipment under your Value Added Contract Items.
Describe your plan to meet contractor responsibilities and task identified in the Scope of Work C. Warranties and Service 1. What are your quality assurance measures and how are they handled in your organization	Bush Hog's quality assurance program is a multi-point system that includes audits of processes within departments with feedback to supervisors, cross function teams working on Kaizen Events for continuous improvements, communications of current issues through quality alerts and planning for the temporary and permanent action measures to resolve problems and error proof processes through our corrective action format. Our Supplier Manual outlines steps for sample submittals from vendors and approval process for new and revised purchased components to ensure they meet our specifications. A large effort is also put into testing. The general test we do is from ASABE AD424-13 Large Rotary Mowers. The physical safety testing we conduct on site are 1)Section 5.2 Foot Probe, 2)Section 5.3 Blade Impact, 3)Section 5.4 Blade Unbalanced, and 4)Section 5.6 Thrown Object. Our 10 year gearbox warranty is the longest gearbox warranty in the rotary cutter industry. Our standard equipment warranty is 1 year for non-commercial, state, and municipalities and 90 days for commercial use. Repair parts are warranted for 90 days. Attached as II.B.C.1. Warranty Guide is our complete limited warranty statements.

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	We define customer service as listening to the customer, working with them to make sure they get what they need and providing the training, sales, technical and part selection support to keep their equipment working for many years. We train everyone at Bush Hog and at our dealers who are going to touch the customer at anytime during the lifetime of the equipment to follow the simple process of listening and getting the information to the right person or group that can best assist the customer quickly and effectively. Usually, the first line of customer service is at our local dealer. We have provided them with the manuals, product information, price books and training for them to be successful. However, if they are unable to complete the task, they know to contact their Territory Manager or the factory customer service or technical support teams. Customers are welcome to contact our factory staff directly and bypass their local dealer if they choose, however we will always bring our dealers back into the loop.
2. Describe your customer service offerings, including availability of key personnel and help desk services.	We have a team which makes up our government contract management and administration who handles all aspects of initiating and maintaining the contracts, training sales teams and customers, and working with Marketing to promote the contracts. The government contract quotes are handled through this team, the Bush Hog Territory Manager, and the authorized dealers. Everyone must be trained on our contract process before being allowed to quote and process orders. Each contract has a unique ID number that is entered in when an order is placed. All government orders are reported to the government team for proper tracking and fee payments. We provide an extra discount to our dealers on government orders which they cannot receive unless they notify the government team. Bush Hog has passed all customer audits to date.
3. Describe your ability to support a decentralized system of orders submitted from many end users in multiple states and locations	We do not have any concerns on coverage throughout the US.
4. Geographic concerns: ability to service entire state	Our distribution is simple. The factory builds the product and ships it to our dealers to conduct any setup and the pre-delivery inspection. Our dealer will make the delivery to the customer and most times our Territory Manager accompanies the dealer. We request and train our dealers to gain solid, long-term relationships with their local customer as typically this leads to repeat business. As a result of our Territory Managers conducting monthly inventories at their dealers and with our dealers stocking our products and OEM parts at various locations, they can identify times when we can move equipment between dealers to get product quicker to the customer. Most of our dealers in the US stock our products and have trucks to deliver the equipment to the customer. When requested we can deliver direct from the factory but will always include our dealer in the delivery to provide the local support to the customer. We offer our dealers inventory program pricing to encourage the stocking of our equipment locally. On average 82% of our government orders are fulfilled by the local dealer with their stock units, which decreases the lead time period tremendously for the customer. Our goal is to ship 97% of all OEM part orders within 24 hours of the order placement and to fill 90% of all orders complete without a backorder. Traditionally we have met these goals, however with previous material shortages our numbers dropped a few percents, but our goal will not change. We continue to ask our suppliers to meet our strict delivery requirements in order to achieve the goals.
5. Dealer Distribution	
D. Product Selection/Availability 1. It is desired that Offeror be able to offer equipment in multiple categories as well as offer value add items. Please describe how your company is offering a desired selection of products and how the value add items add value to the category in which it is offered	Bush Hog products fall in the category of commercial mowers, which includes finishing mowers, single and multi spindle rotary cutters, flex wing rotary cutters and boom mowers. These are core products for Bush Hog and agencies when it comes to grounds maintenance and industrial mowing requirements. These 40+ models provide the wide range of specifications to meet agency needs. We do not have additional value added products that are manufactured by Bush Hog relating to the grounds maintenance category.

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2. Describe the availability of products including back logs, back orders or current supply chain issues.	The large majority of our dealers have inventory on the ground for our core product models which includes models we are offering in this proposal. The typical leadtime if on hand is 14 days to prepare the unit for delivery. If production of the model is required our normal, standard leadtime is 45-75 days from receipt of the purchase order at the factory. Communication is key to us and our dealers if leadtimes begin to change for any reason. Immediate notification is provided with our factual data we have from 3rd parties who may be contributing to the change.
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III. Additional Questions

A. Technology

1. Will any of the equipment offered store sensitive customer information? If so describe the measures you take to protect sensitive customer information	Not applicable with our equipment.
2. Identify the data security standards, if any, your company meets, including certifications and security statuses such as FedRAMP and StateRAMP	Alamo Group's cyber security program framework is based on the Critical Security Controls from the Center for Internet Security while our Incident Response Policy is based on the Computer Security Incident Handling Guide 800-61 from the National Institute of Standards and Technology (NIST) with influences from NIST document 8183A Cybersecurity Framework Manufacturing Profile and the National Cyber Incident Scoring System from the Cybersecurity & Infrastructure Security Agency (CISA).

B. Implementation and Promotion of the NASPO ValuePoint Master Agreement

1. Describe your company's experience working with contracting cooperatives.	We have managed multiple National and Local cooperative contracts for many years. We know how to train end customers as well as our dealers in how to use them, why they can use them, and what the features and benefits are in using them. We are experienced in talking to the decision makers in Purchasing to help them through the advantages of accepting a contract with a Participating Addenda. We have systems and processes in place to track contract sales for reporting and fee payment. We understand one contract does not fit all agencies and while cooperative contracts have become a method of purchasing, agencies still use state contracts. As we are awarded cooperative contracts we begin the education to the buyers of the advantages of cooperatives versus managing their own state contract and as a result we have been successful in being awarded Participating Addendums. We know we have to approach a higher level of management the majority of the time to start the conversation and to gain acceptance. We do not have any restrictions imposed by these contracts. Our active cooperative contracts with sales totals ending 2023 are: 1) BuyBoard - \$287,146 2) Florida Sheriff's and Palm Beach County Participating Addenda - \$761,379 3) Sourcewell and States of IA and MO Participating Addendums - \$865,678, and 4) Virginia Sheriff's is our most recent award with sales in process and a Participating Addenda with VDOT.
2. List the cooperatives through which you currently have a contract, and provide sales volume information for each. (Identify any restrictions on pricing and sales (e.g., most-favored nation clauses) imposed by your other cooperative contracts.	Training our sales teams is a first priority when awarded a contract. We provide them with the information needed and lessons on how to speak on the contract in their selling process. Our dealers understand the value of using a contract and market those values at shows, events and when opportunities arise. Bush Hog utilizing several avenues in social media to market contracts and our products. When an opportunity comes up, one of the first questions asked is do you have a contract you want to use. If the customer does not have one in mind we will let them know of what we have available and use NASPO as one of our leading contracts.
3. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.	

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4. Describe features of the dedicated website you will be setting up for this Master Agreement, including, as applicable, customized price lists for each Participating Entity, staff contact information, and online ordering capabilities.	We want our local dealer to be the main contact for the customer, therefore we have available to our dealer an online portal which provides them with all the forms and data they need for each contract. This includes price pages, quote forms with the contract name and number on it for audit purposes, contract summary sheets, discount schedules, terms and conditions, participating addendum agreements, and any other pertinent contract details. Our government team will provide full support to our dealers and agencies at all times. On our bushog.com site we have a Government Solutions area for agencies which they may chose the state and we will provide them with the contracts that are available to them in their state. When they select a contract we give them the summary of the contract and complete contact information for our Bush Hog government team.
5. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.	Our government team is involved in preparing the responses to the RFP therefore they are very familiar with the agreement, the terms and conditions, pricing, discounting, and everything being offered and what we are committing to provide. Our team will manage all aspects of the contract throughout the term and will provide training to our sales teams and agencies. We have 3 team members dedicated to manage and administer all processes including the reporting and fee payment and all processes to remain in compliance with each of our contracts.
6. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities.	When an opportunity comes to our sales team they are trained to find out the product the agency is looking to obtain and then ask how the agency would like to purchase it. If they state they need a bid they ask if they can use a contract. If they give us a contract name we then provide them with all the contracts we have available for them. If they do not offer a contract name, we provide them with the ones we have available and work from that point. Most of the time after we explain features and benefits of using a contract so they do not need to go out for a competitive bid as all that work has already been done for them on their behalf by another government agency they will typically accept the quote under the contract. There are many times we need to go to another contact at the agency to gain approval. We are accustomed to speaking with all levels in order to educate them on the advantages of the contract.
7. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)	Our experience has been you will work with a higher official at the agency in order to explain and educate on the advantages of setting up a Participating Addenda. At times we need to get an official from the Master Agreement contract to assist in the discussions and acceptance. While we prefer to keep to the terms and conditions of the Master Agreement we are flexible in accepting entity-specific language. We do not require statutory citations. Our main team of 3 staff members handle multiple negotiations at a time on a regular basis.
8. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.	Bush Hog's government team is ready to implement contracts once they have been awarded. Our team is experienced and has processes defined to quickly get up and running on a new contract. Because our dealers stock our models and our manufacturing of all our products is on a regular schedule our product availability and all services needed to support a new contract are in place.
9. Describe how you will ensure summary and detailed sales information is promptly, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to NASPO ValuePoint in compliance with the terms of your Master Agreement.	All of our contracts require tracking and some with fee payments to 1 or more agencies. We have developed a process of tracking between our factory and dealers which has not failed us over the years. We will continue to implement this process with a new award.



**BUSH
HOG®**

**2023
WARRANTY
GUIDE**

FINISHING MOWERS		
Model	Gearbox Warranty	Machine Warranty
HDTH	Five (5) Year Limited	One (1) Year Limited
TDC Series	One (1) Year Limited	One (1) Year Limited
General Warranty Information		
One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.		
<i>Notice: PTO adapter must not be used in any application.</i>		
SINGLE-SPINDLE ROTARY CUTTERS		
BH110 Series	Ten (10) Year Limited	One (1) Year Limited
BH210-2 Series	Ten (10) Year Limited	One (1) Year Limited
BH310-2 Series	Ten (10) Year Limited	One (1) Year Limited
BH410 Series	Ten (10) Year Limited	One (1) Year Limited
BH510 Series	Ten (10) Year Limited	One (1) Year Limited
General Warranty Information		
One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.		
*Ten (10) Year Gearbox Limited Warranty will offer full coverage (Parts and Labor) for the first 6 years, and Parts Only for years 7 through 10. The warranty will protect the original owner (warranty is non-transferable) of a Bush Hog® Rotary Cutter who purchased the product after January 1, 2020 from any defects in gearbox materials or workmanship for a period of ten (10) years from original purchase date. The end-user must register their new purchase with the Authorized Bush Hog® selling dealer (who in turn registers the product and owner with Bush Hog® corporate) in order to be eligible for the extended warranty. Each registration must have a valid bill of sale with the retail transaction date.		
<i>Notice: PTO adapter should not be used in any application.</i>		
MULTI-SPINDLE RIGID DECK ROTARY CUTTERS		
2107	Ten (10) Year Limited	One (1) Year Limited
2208	Ten (10) Year Limited	One (1) Year Limited
2310	Ten (10) Year Limited	One (1) Year Limited
3308-2	Ten (10) Year Limited	One (1) Year Limited
3308SH-2	Ten (10) Year Limited	One (1) Year Limited
3510	Ten (10) Year Limited	One (1) Year Limited
MS3110	Ten (10) Year Limited	One (1) Year Limited
3514	Ten (10) Year Limited	One (1) Year Limited
14215-2	Ten (10) Year Limited	One (1) Year Limited
General Warranty Information		
One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.		
*Ten (10) Year Gearbox Limited Warranty will offer full coverage (Parts and Labor) for the first 6 years, and Parts Only for years 7 through 10. The warranty will protect the original owner (warranty is non-transferable) of a Bush Hog® Rotary Cutter who purchased the product after January 1, 2020 from any defects in gearbox materials or workmanship for a period of ten (10) years from original purchase date. The end-user must register their new purchase with the Authorized Bush Hog® selling dealer (who in turn registers the product and owner with Bush Hog® corporate) in order to be eligible for the extended warranty. Each registration must have a valid bill of sale with the retail transaction date.		
<i>Notice: PTO adapter should not be used in any application.</i>		

FLEX-WING ROTARY CUTTERS		
1812	Six (6) or Ten (10) Year Limited	One (1) Year Limited
1815	Six (6) or Ten (10) Year Limited	One (1) Year Limited
2120	Ten (10) Year Limited	One (1) Year Limited
2215	Six (6) or Ten (10) Year Limited	One (1) Year Limited
2810-4	Six (6) or Ten (10) Year Limited	One (1) Year Limited
2814	Ten (10) Year Limited	One (1) Year Limited
2815-4	Six (6) or Ten (10) Year Limited	One (1) Year Limited
3810-3	Six (6) or Ten (10) Year Limited	One (1) Year Limited
3815-3	Six (6) or Ten (10) Year Limited	One (1) Year Limited
4110	Ten (10) Year Limited	Two (2) Year Limited
4115	Ten (10) Year Limited	Two (2) Year Limited
4815	Six (6) or Ten (10) Year Limited	One (1) Year Limited
5110	Ten (10) Year Limited	Three (3) Year Limited
5115	Ten (10) Year Limited	Three (3) Year Limited
2820	Six (6) or Ten (10) Year Limited	One (1) Year Limited
General Warranty Information		
*One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later. Bush Hog reserves the right to inspect any equipment or parts which are claimed to have been defective in material or workmanship. **Ten (10) Year Gearbox Limited Warranty will offer full coverage (Parts and Labor) for the first 6 years, and Parts Only for years 7 through 10. The warranty will protect the original owner (warranty is non-transferable) of a Bush Hog® Rotary Cutter who purchased the product after January 1, 2020 from any defects in gearbox materials or workmanship for a period of ten (10) years from original purchase date. The end-user must register their new purchase with the Authorized Bush Hog® selling dealer (who in turn registers the product and owner with Bush Hog® corporate) in order to be eligible for the extended warranty. Each registration must have a valid bill of sale with the retail transaction date. ***4110 & 4115 models carry a two (2) year limited machine warranty. 5110 & 5115 models carry a three (3) year limited machine warranty.		
Notice: PTO adapter should not be used in any application.		
CROP FLAIL SHREDDER		
General Warranty Information		
115, 118, 120, 125	One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of the retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
Notice: PTO adapter should not be used in any application.		
Lift-Type and Semi-Mount units must be used on tractors equipped with Quick Hitches		
BOOM MOWERS		
General Warranty Information		
1445-1, 1660-1, 1865-1, 1865E-1, PT-5	One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
Notice: PTO adapter should not be used in any application.		
RMB Models only to be used on tractors equipped with a cab		
SKID STEER BRUSH CUTTERS		
BCSS-60LF BCSS-60 BCSS-72LF BCSS-72 BCSS-72HF BCSS-90 BCSS-90HF	3-Year Structural Steel, 18-Month Hydraulic Motor, and 1-Year Gearbox and Bearing Housing Limited Warranty	
BCSS-S601LF BCSS-S601 BCSS-S721LF BCSS-S721 BCSS-721LF BCSS-721 BCSS-721HF		
General Warranty Information		
One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.		

CONSTRUCTION IMPLEMENTS		
Pull Dirt Scraper		
General Warranty Information		
DSP8 DSP10 DSP12	One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
Post Hole Digger		
2401 2402 2403	Five (5) Year Limited	
General Warranty Information		
One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.		
Notice: PTO adapter should not be used in any application.		
Note : Bush Hog is not responsible for damage to augers caused by hitting underground objects (rocks, roots, etc.) or for bent augers caused by moving tractor with auger in the ground.		
Farm Ranch Post Hole Digger		
General Warranty Information		
15 20 30	Two (2) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
Note : Bush Hog is not responsible for damage to augers caused by hitting underground objects (rocks, roots, etc.) or for bent augers caused by moving tractor with auger in the ground.		
General Warranty Information		
20 30 35	Two (2) years full coverage and five (5) years parts only for non-commercial and commercial use from date of sale. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from date of purchase of such part or to the expiration of the machine warranty period, whichever occurs later.	
Note : Bush Hog is not responsible for damage to augers caused by hitting underground objects (rocks, roots, etc.) or for bent augers caused by moving tractor with auger in the ground.		
General Warranty Information		
65 65C 75 95 95EL	One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
Notice: PTO adapter should not be used in any application.		
General Warranty Information		
60SS 60E 60JD 72SS 72E 72JD	One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.	
72 72T 84 84T		
72 84		
48SS 48E 48JD		
LANDSCAPE IMPLEMENTS		
General Warranty Information		
CRB48 60 72		
CBX48 60		
CLR48 60		
CRG48 60		
CPG48 60 72		
CAR48 60 72		
3505 3506 3507		
5006 5007		
7006 7007 7008		
9107 9108		
100-08 100-09		
141-08 141-09		
160-08 160-10		
181-09 181-10		

225-08 225-10 225-12
300-12 300-14
LLR60 72 84
MLR72 84 96
BBX48 60 65 72
SBX48 60 65 72 78 84
MBX60 72 84 96
RBX720 780 840
RO600 650 720 840
RG60 72 84
HDRG84 96
PVB600 602 660 662 720 722 840 842
PVB600 602 660 662 720 722 840 842
MPG600 720
FSP500 800
CP960 972 984 996 1560 1572 1584 1596 1660 1672 1684 1696
BHQA1 2

One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.

General Warranty Information	
MS250G 500G 800G 500P 800P 1300P	Five (5) years non-commercial use and two (2) years for commercial/rental use from date of retail sale. The obligation of Bush Hog to the purchaser under this warranty is limited to the repair or replacement of defective parts. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.

TILLAGE

RTC50G	Five (5) Year Limited	One (1) Year Limited
60G-1 60GR-1 72G-1 72GR-1 84G-1 84GR-1	Five (5) Year Limited	One (1) Year Limited
RTX85G 92G	Five (5) Year Limited	One (1) Year Limited
1D60 72		One (1) Year Limited
2D78 96		One (1) Year Limited
3D96 118		One (1) Year Limited
DHP8 10 12		One (1) Year Limited
APP48-3 60-5 66-5 66-7 85-7 85-9		One (1) Year Limited
HDSS1S HDSS1L HDSS2S HDSS2L		One (1) Year Limited
SS1		One (1) Year Limited
LP		One (1) Year Limited
1RCV		One (1) Year Limited
PA8 10		One (1) Year Limited

General Warranty Information

One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.

Notice: PTO adapter should not be used in any application.

****RT Series Tillers Gearbox Warranty: Year 1 - 2 (Parts and Labor) 3 - 5 (Parts Only)**

HAY TOOLS

General Warranty Information

DHM7 8 9 10
210 417 417H 419H 625H
820 1023
XLRR819-1 XLRR1022-1 XLRR1226-1
3PBS1 3PBS2
3PB
1SS 1E 1JD 2SS 2E 2JD

One (1) year non-commercial, state and municipalities and ninety (90) days for commercial use from date of retail sale to the original purchaser. Replacement or repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part or to the expiration of the applicable new equipment warranty period, whichever occurs later.

Notice: PTO adapter should not be used in any application.

PARTS WARRANTY

General Warranty Information

Repair parts installed in the equipment covered by this limited warranty are warranted for ninety (90) days from the date of purchase of such part

THESE WARRANTIES SHALL NOT APPLY:

1. To transportation to and from dealership or service calls made by dealers, i.e., driving time, towing, pickup and delivery.

2. To vendor items which carry their own warranties, such as engines, batteries, tires, and tubes.

3. If the unit has been subjected to misapplication, abuse, misuse, negligence, fire or other accident.

4. If parts not made or supplied by Bush Hog have been used in connection with the unit, if, in the sole judgment of Bush Hog such use affects its performance, stability or reliability.

5. If the unit has been altered or repaired outside of an authorized Bush Hog dealership in a manner which, in the sole judgment of Bush Hog, affects its performance, stability or reliability.

6. To normal maintenance service and normal replacement items such as gearbox lubricant, hydraulic fluid, worn blades, or to normal deterioration of such things as belts and exterior finish due to use or exposure.

7. To expendable or wear items such as blades, chains, sprockets, belts, springs and any other items that in the company's sole judgment is a wear item.

Warranty subject to change without notification

Participating Addendum Number 61514
Ground Maintenance Equipment
between
State of Missouri
and
Alamo Group Ag Americas LLC dba Bush Hog, Rhino Ag, Dixie Chopper

This Participating Addendum is entered into by the State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 61514, executed by Contractor and the Commonwealth of Virginia ("Lead State") for Ground Maintenance Equipment ("Master Agreement"):

Alamo Group Ag Americas LLC dba Bush Hog, Rhino Ag, Dixie Chopper ("Contractor")
1627 East Walnut
Seguin, TX 78155

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Rick Nanasy
Regional Sales Manager
rick.nanasy@alamo-group.com
715-293-6519

Participating Entity's contact for this Participating Addendum is:

Lane Feeler
Procurement Analyst
Lane.Feeler@oa.mo.gov
573-522-3296

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Contractor Partners.** All authorized dealers identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products to Participating Entity may provide Products to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's authorized dealers is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

**Participating Addendum Number 61514 for
Ground Maintenance Equipment**

Between **State of Missouri** and
Alamo Group Ag Americas dba Bush Hog, Rhino Ag, Dixie Chopper



SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Rick A. N. Nanasy
Signature

Rick Nanasy
Printed Name

Regional Sales Manager
Title

February 9, 2026
Date

PARTICIPATING ENTITY:

Stacia Dawson
Signature

Stacia L. Dawson
Printed Name

Director, Division of Purchasing, State of Missouri
Title

2/11/24
Date