

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Ariens Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ariens Company, 655 West Ryan Street, Brillion, WI 54110 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

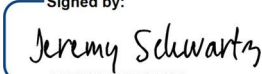
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ariens Company

Signed by:



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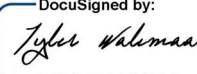
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 1/28/2025 | 7:48 PM CST

DocuSigned by:



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By: _____

Tyler Walimaa

Title: Manager Government Contract Sales

Date: 1/28/2025 | 2:45 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

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

Submission Details

Created On: Tuesday November 05, 2024 10:08:43
Submitted On: Tuesday November 26, 2024 08:03:23
Submitted By: Tyler Walimaa
Email: twalimaa@ariensco.com
Transaction #: c4a6d083-b982-44ec-a368-fea389a0b1ab
Submitter's IP Address: 206.171.21.220

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ariens Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 03831 UEI (SAM): MGJNGHESQF49	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	655 West Ryan Street Brillion, WI 54110	*
7	Proposer website address (or addresses):	www.ariensco.com www.ariens.com www.gravelly.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Tyler Walimaa Manager, Government Contract Sales 655 West Ryan Street Brillion, WI 54110 twalimaa@ariensco.com 920-756-4665	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tyler Walimaa Manager, Government Contract Sales 655 West Ryan Street Brillion, WI 54110 twalimaa@ariensco.com 920-756-4665	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kim Kloes Cost Analyst 655 West Ryan Street Brillion, WI 54110 kkloes@ariensco.com 920-756-4364 Laurie Marsh Credit Analyst 655 West Ryan Street Brillion, WI 54110 lmarsh@ariensco.com 920-756-4226	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Established in 1933 in Brillion, WI, Ariens Company is a manufacturer of outdoor power equipment for both consumer and commercial maintenance use. Ariens Company is privately-owned and operated, manufacturing products at four US facilities that compromise more than 980,000 square feet. Ariens Company is unique in that it's fifth generation, family-owned. Together, Ariens and Gravely brands total 200 years of service in the Grounds Maintenance and Snow Removal Industry. Ariens snow removal products are built for maximum performance and long-term durability. The Ariens Sno-Thro brand is the best selling two-stage in the world. Gravely commercial mowing equipment, utility vehicles and utility loaders are built to withstand high-use, intensive maintenance applications. Ariens Company Vision Statement is: "Passionate People, Astounded Customers." Ariens Company Core Values are: Be Honest, Be Fair, Keep our Commitments, Respect the Individual and Encourage Intellectual Curiosity.
12	What are your company's expectations in the event of an award?	We look forward to continued success and growth in our partnership with Sourcewell. Our first awarded contract with Sourcewell was in 2017 and we were re-awarded in 2021. We want to continue helping Sourcewell members by providing great products for them to use day in and day out. We have a multitude of solutions to help current and future members get the job done into 2025 and beyond.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Ariens Company has annual gross revenue between \$600M and \$800M with 1,450 employees. Financial strength and stability allows for growth and expansion for Ariens Company. In 2019 Ariens Company finalized the purchase of the former Brillion Iron Works; 40 acre property located in the city of Brillion. Since then, Ariens Company has redeveloped the property for light manufacturing and new office space for employees. Additionally, completed the renovation of one of the buildings on site, establishing a third facility located in the city that is dedicated to order fulfillment. Also, in 2019 Ariens Company invested in a new Product Verification Center (PVC), a multimillion dollar state-of-the-art testing facility in Brillion. In 2022, Ariens Company opened a new Distribution Center in Kentucky dedicated for our parts and accessories. In 2023, Ariens Company opened another Manufacturing Plant located in Tennessee, focused on manufacturing our commercial grade outdoor power equipment and warehousing. In addition, please see BMO Bank Letter of Reference in the upload documents section.
14	What is your US market share for the Solutions that you are proposing?	Gravely Zero-Turn Mowers - 7% Gravely UTV - 0.5% Ariens Single Stage Snow Blower - 3.5% Ariens Two-Stage Snow Blower - 31%
15	What is your Canadian market share for the Solutions that you are proposing?	Gravely Zero-Turn Mowers - 5% Gravely UTV - 0.5% Ariens Single Stage Snow Blower - 2% Ariens Two-Stage Snow Blower - 15%
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer b) The relationship between independent outdoor power equipment dealers and Ariens Company is respectful and rewarding. Both parties understand the importance of honesty, commitment and loyalty to achieve success. Both play a very important role as supplier and extension to end-user from dealer channel. When providing "white glove" service through contract opportunities, dealers are compensated fairly to provide exceptional service to all members. Agencies do like the fact that local dealers are compensated and treated fairly resulting in a positive experience beyond the manufacturer. Dealers are supported by Regional Managers, District Managers, Business Development Managers, Inside Sales Representatives and Customer Service Teams which are all full-time Ariens Company employees. District Managers and Business Development Managers frequently accompany dealer on equipment delivery for additional support.

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2019: Wisconsin Business Friend of the Environment Award from the Wisconsin Manufacturers & Commerce. 2020: Wildlife Habitat Council Certification earned for our Prairie Oak Savanna. Added 100 more acres to conservation efforts. 2021: Champion of Conservation Award – Lake Michigan Stakeholders. Winner of the Wisconsin Manufacturing & Commerce Business Friends of the Environment Award. 2022: Winner of seven Telly Awards for television and video content. Gold winners included: Gravely ZTX STEALTH Series and Not an Origin Story videos. Silver winners included: Welcome Home, Ariens IKON XD Limited, and Gravely ZTX STEALTH. 2023: Upgraded to Gold Certification for Prairie Oak Savanna, Forest, Bluebird/Tree Swallow and Bumblebee Projects. (Added 50 acres to Prairie Oak Savanna and Marshes. Winner of the GOOD DESIGN Award for the Ariens IKON redesign from the Chicago Athenaeum Museum of Architecture and Design. Winner of five Telly Awards for television and video content. Winner of the Gold Addy for Sales & Marketing Single Unit Brochure. 2024: Winner of the Gold Stevie Award from the International Business Awards for best publication Out Working magazine.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2021 - 2% 2022 - 2% 2023 - 3%	*
22	What percentage of your sales are to the education sector in the past three years?	2021 - 1% 2022 - 2% 2023 - 2%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts: 1) Arkansas (adopted Sourcewell Contract) - \$200K 2) Florida - \$310K 3) Massachusetts - \$70K 4) Georgia - \$65K 5) Mississippi - \$50K 6) Kansas - \$20K 7) Louisiana - \$450K 8) North Carolina - \$25K 9) Washington/Oregon - \$40K Cooperative Contracts: 1) Sourcewell - \$1.8M 2) BuyBoard - \$660K 3) Equalis Group - \$0K (just awarded last quarter)	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract (GS-21F-0080V) - \$175K	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Madison, WI	Brett Rosenau	604-246-4540	*
Cook County Forest Preserve, IL	Jorge Campos	773-233-3766	*
Lake County School Board, FL	Teresa Putnam	352-253-6755	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Ariens Company employs a National Sales Team of 64 direct, full-time employees consisting of 51 District Managers, 6 Regional Managers, 4 Business Development Managers, 2 Inside Sales Representatives and 1 Vice President. Each is tasked with specific roles and responsibilities to support our government sales business channel. All sales personnel are trained on governmental sales and processes including Federal, Cooperative and State Government Purchasing Contracts. Ariens Company Sales Network is responsible for the entire United States and Canada. Strategic planning and focus to educate dealers, sales management and addition of the proper government purchasing contracts has allowed Ariens Company to achieve much success over the past several years within our government business channel. Overall sales numbers continue to climb year over year as our awarded Sourcewell Contract continues to grow.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	All Ariens and Gravelly products are supported by a national network of over 3,500 independent power equipment dealers. Ariens Company has three Distribution Centers throughout the US strategically positioned to provide equipment and parts in an efficient and effective manner. All dealers are evaluated individually to guarantee the highest level of service to the Ariens and Gravelly extended family, our customers. Dealers are educated and rewarded for promoting Government Contract Sales. Our dealers embrace Ariens Company awarded contracts and how easy they are to use. This in turn allows them to simplify the purchase for our customers while still satisfying the competitive bid process.	*
28	Service force.	All Ariens and Gravelly products are supported by a national network of over 3,500 independent power equipment dealers. These dealers are equipped with Service Teams to provide customers top-notch repair/warranty/technical services. Ariens Company hosts Service Schools each year for dealers to attend to learn more about new products and how to properly service them for the life of the machine. Ariens Company also has its own dedicated Technical and Warranty Department that answers online inquiries, e-mails, phone calls, etc. from Customers and Dealers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are submitted directly to Ariens Company (Tyler Walimaa, Gov't Contract Sales Manager), via e-mail or fax as instructions are provided on all quotes. Agencies are able to request a specific dealer for who they would like to provide setup, delivery and service of equipment verbally or on the purchase order. All of our dealers are aware of the strict policy relating to contract orders with no exceptions. If an order is submitted directly to dealer, they will submit to Tyler Walimaa for processing. If dealer has unit(s) in inventory we can utilize, then the equipment will be ready for delivery ASAP. If dealer does not have unit(s) in inventory, order will be placed immediately for shipment to dealer. Contract orders for Ariens Company receive priority and will be first to ship as available.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ariens Company utilizes several methods to exceed our customer's service expectations. Dealers are required to stock fast moving parts to eliminate any customer down time. Ariens Company has a dedicated toll free number with 12 fulltime Service Technicians to assist with troubleshooting including a live customer service portal. Dealers are incentivized on stocking GAP units to ensure zero down time. The G.A.P. Program (Gravelly Assurance Program) is designed to prevent down time. With our strategic locations of our distribution centers, we are able to have same-day shipping capabilities and very short lead teams (1-2 days). Our Parts and Accessories Teams are well versed in most-commonly needed parts which allows us to have appropriate inventory levels in our distribution centers for immediate shipment. Our goal is to keep the end-user satisfied with little to no equipment down-time as we know they need their machines to be running day in and day out.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ariens Company has a national dealer network of over 3,500 that are strategically positioned throughout the country to provide and service equipment for Sourcewell participating entities. Our dealers and sales force are well-versed on government purchasing contracts and have the knowledge to speak to agencies that are inquiring about Sourcewell. Over the past seven and half years, our dealers and sales team have very much embraced Sourcewell resulting in a great amount of equipment sold and happy Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ariens Company has over 1,000 dealer locations in Canada that are also well-versed with Sourcewell/Canoe and governmental purchasing. Smiliar to the United States, these dealer locations are stragecially positioned through Canada to provide products and service to Ariens and Gravely customers. We have developed a good relationship with severla contacts at Canoe (Canadian Partner for Sourcewell) to provide our products and service to Canadian members. We look forward to growing our partnership with Canoe and continuing to grow sales in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Ariens Company will fully service the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Ariens Company is committed to Sourcewell Members and will provide full service for all members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ariens Company has full servicing dealers in Hawaii, Alaska and Puerto Rico. In regards to equipment, if a specific piece of equipment is not in stock by the dealer, the Sourcewell member is responsible for freight charges from the nearest U.S. embarkation point.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ariens Company will develop an e-mail blast to be sent to current and prospective government, education, non-profit, etc. customers notifying them of Sourcewell Contract award. We will utilize several platforms of social media to market the contract that will be detailed in the response of Line Item #38. Company annoucement of awarded contract will be sent to all dealers and sales force via dealer portal, weekly dealer bulletin and field & factory (company app). Please see marketing material examples in the document upload section of the response. This includes AASA Ad Listing, American City & County E-Blasts, Sourcewell E-Blast, Ariens & Gravely Branded Sourcewell Flyers, Sourcewell Facebook Posts, Sourcewell Instagram Posts, etc. These marketing examples will continue to be used to promote the contract and increase overall sales. Our Marketing Team continues to grow with exciting new roles to help support promotion of awards, contracts, sales, etc.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ariens Company has eight full-time employees that are focused on digital marketing and awariness of Ariens Company along with our Ariens and Gravely brands. Areas of focus include Facebook, X (Twitter), Instagram, LinkedIn, Snapchat, TikTok, etc. These social media platforms are utilized for equipment promotions, trade show awareness, government contract marketing, new product introduction, recent awards, giveaways, etc. Please reference marketing material examples in the document upload section of the response.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In my view, Sourcewell's role in promoting contracts is to provide proper training and information to the awarded supplier in order to succeed. Provide ideas or examples of how awarded suppliers have promoted contracts in the past. Passing along information of any partnerships that Sourcewell has (ex. AASA - School Superintendents Association) for vendor ad/listing opportunities. Providing marketing materials to be used at trade shows, conferences, industry events, sales team use, and at the point of sale within our dealer network locations. A Sourcewell awarded contract will be implemented by accountability as sales management is provided the proper tools to succeed with target goals in specific areas. A Sourcewell awarded contract will be an area of focus and with a team effort we will all reach our goal to success.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not directly through an AriensCo website but available via Buy Sourcewell.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon delivery, all Sourcewell members will receive training on safety, operation and maintenance as part of Ariens Company "White Glove" service provided by dealer and/or District Manager. There is no cost to the member for this training. Success is a happy customer; a happy customer is trained confident customer. Upon request, Ariens Company has completed safety and operation training to a group, great opportunity to bring value and strengthen relationship.	*
42	Describe any technological advances that your proposed Solutions offer.	We offer the first all-day electric commercial zero-turn mowers - The Pro-Turn EV and Pro-Stance EV. Four swappable lithium-ion batteries are utilized to power the units resulting in minimal noise, no refueling, less maintenance and environmentally friendly. We released the Gravely OVIS in 2024; remote-controlled brush mower capable of handling steep slopes up to 50 degrees and being operated up to 1,000 ft away. In addition, Auto-Turn technology is available on Ariens two-stage snow blowers an enables operator to turn effortlessly without adjusting speed. Kawasaki EFI engines are available on a variety of Gravely Commercial Mowers resulting in increased torque, fuel efficiency and easier starting capabilities.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Recognizing the importance of environmental sustainability, AriensCo utilizes recycled material and research into alternative fuels, including battery and other clean fuel options. AriensCo is Wildlife Habitat Council Gold Certified for its Conservation efforts and uses Geothermal technology at Brillion facilities. Ariens Company support "green" initiatives plant wide by utilizing recycle bins located throughout the facility and office area. Use of energy efficient equipment and recycled supplies/materials is mandatory plant wide. Geothermal heating and cooling is utilized throughout plant restrooms, etc. Ariens Company also has a major conservation project on the grounds of our headquarters in Brillion, WI. We have committed to restoring and conserving 150 acres of land, as well as cultivating and managing the wide variety of native animal species that will call it home. Approximately 86 acres of this will be prairie oak savanna. The remaining 64 acres of the project will be comprised of forest and wetlands. In regards to equipment, as stated in Line Item #42, the Pro-Turn EV and Pro-Stance EV are the first all-day electric commercial zero-turn mowers that are powered on four swappable lithium-ion batteries. Furthermore, Ariens and Gravely products contain recycled content of rubber, plastic and steel components. All packaging consists of recycled content and returnable steel crates for large equipment.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Ariens Company has been a family owned business since 1933, currently on the fifth generation of family. Built upon solid core values; be honest, be fair, keep our commitments, respect the individual and encourage intellectual curiosity along with our vision statement of "Passionate People, Astounded Customers". Ariens Company employees live and breathe the core values and vision statement each and every day. Ariens Company is an American manufacturer, giving back to our youth and the future of the green industry by participating/sponsoring industry events including NALP Collegiate Competition, Earth Day, Education Workshops at Equip Expo, Landscape Sessions, etc. Ariens Company is unique because of the focus and effort of relationship building before and after the sale.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Safety is top of mind with our grounds maintenance equipment offering. For our EV mowers, being a battery powered machine, noise is greatly lessened which greatly helps reduce hearing damage for the operator and bystanders. Our EV mowers also have a safety "beep" that goes off every few seconds when the mower is on but the operator is not moving and the blades aren't engaged. This is for the safety of bystanders to let them know the mower is still on and to be aware of their surroundings. Our entire Gravely Commercial Zero-Turn Mower line-up comes standard with ROPS (Rollover Protection System) to protect the operator in the event of a rollover. Operator Presence features are incorporated into our our Stand-On Mowers and Stand-On Snow Removal Equipment; handlebar must be engaged in order to keep machine running. Our Gravely OVIS has safety features all around as it allows you to remotely control a brush mower up to 1,000 ft away and capable of handling slopes up to 50 degrees. This is the ideal solution when you do not want to put operators in danger on steep slopes.	

47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our Gravely Commercial Zero-Turns offer a variety of anti-vibration and suspension seating options. This includes an Operator Pod System that is designed to keep you mowing comfortably sunrise to sunset, cutting back on driver fatigue. A high back seat with isolated mounting to absorb more shock, has lumbar support, padded armrests and Air Ride Seat options. Gravely Mowers offer adjustable handle bars on all commercial models to align with operator needs. Dial height adjustment feature with dial wheel allows easy height adjustment between one and five inches. Toolless adjustable foot pedal with internal assist springs helps lift the deck with little effort. Ariens Snow Blowers offer RapidTrak models to tackle any job. An exclusive Ariens technology, the RapidTrak system is an adjustable tracked or wheeled machine designed to provide users with unrivaled power and versatility for any condition. RapidTrak maintains traction even against high snow piles on hilly or slippery pavement while its wheeled setting provides quick, effortless maneuverability on flat surfaces. Its intuitive, user-friendly design allows operators to switch between settings in seconds. On select models, a thumb joystick electric chute is available to the move the chute without moving your whole hand.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Our Gravely brand offers all-day electric commercial zero-turn and stand-on mowers. Our Gravely Pro-Turn EV has been out for several years and has received amazing feedback. Minimal noise, no refueling, no oil changes, less maintenance and environmentally friendly are just a few benefits to our electric commercial mower offerings. Unit comes standard with (4) lithium-ion 4kw batteries (16kw total) with an average run time of 5-6 hours on a single charge. These 4 batteries are swappable which gives you the ability to remove and replace with fully charged batteries to give you all day cutting capabilities. The standard charge time is 12 hours, but we do offer a speed charger adapter kit that cuts the charge time down to just 6 hours. The same holds true for our stand-on mower option, Pro-Stance EV. Our Gravely brand has been around since 1916 and we have plenty experience in manufacturing commercial grade equipment built to last. These mowers are quality built just like our gas powered options. We're a longtime mower manufacturer that is utilizing a new method to power our machines, but this does not sacrifice the durability and performance customers are looking for.
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	All Ariens and Gravely products are supported by a national network of over 3,500 independent power equipment dealers. These dealers are equipped with Service Teams to provide customers top-notch repair/warranty/technical services. Ariens Company also has its own dedicated Technical and Warranty Department that answers online inquiries, e-mails, phone calls, etc. from Customers and Dealers. Additionally, Ariens Company has three plants/distribution centers strategically dedicated to fulfilling parts, attachments and accessory orders. They're fully stocked with fast moving parts with same day shipping available. Also, all of our dealers are required to place a minimum parts order so they will be stocked when a customer needs a part ASAP allowing the customer to have minimal machine down time. Our customers have the ability to order online, over the phone through Ariens Company or visit a local Ariens/Gravely dealer to get the parts they need ASAP. The warranty for our products is one of the best in the outdoor power equipment industry. Additional details on warranty can be found in document upload section of the proposal.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Ariens Company current business classification relating to NAICS 333112 is "Small".	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☒ Yes ☐ No	Ariens Company current business classification relating to NAICS 333112 is "Small".	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	2/10 NET 30. Customer can by by check, credit card or ACH.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Ariens Company has partnered with several leasing and financing companies for education and government entities to utilize. We have partnered with NGL Government Capital, Western Equipment Finance, TD Bank and Sheffield.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	N/A	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Ariens Company accepts P-cards at no charge. PPT discount is not available for P-card purchases.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Product-Category Discounts: Sourcewell pricing will be 22% off MSRP for Gravely Lawn & Garden (mowers), Ariens Snow and Accessories. Sourcewell pricing is 12% off MSRP for Gravely Atlas JSV, AXIS and Accessories. Reference price lists in the document upload section of response for additional detailed information.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in my response represents a 22% discount off MSRP for Gravely Lawn & Garden (mowers), Ariens Snow and Accessories. Additionally, Sourcewell pricing is 12% off MSRP for Gravely Atlas JSV, AXIS and Accessories. Reference price lists in the document upload section of response for additional detailed information.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Gravely Atlas JSV units may receive the following volume discounts: 5-9 Units = additional 2% discount (14% off MSRP) 10+ Units = additional 4% discount (16% off MSRP)	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In the event an Open Market Item is requested and/or required, Ariens Company will share best negotiated price for the item. Open Market Items are clearly identified on the quote and invoice. Open Market Item process is very rare, as the manufacture, Ariens Company typically has access to all accessories and/or attachments.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Ariens Snow and Gravely Lawn & Garden products incur no additional freight or set-up charges. Gravely Atlas JSV 3400 and 3400SD have a \$1,420.00 destination fee and the Gravely Atlas JSV 6400 and 6400SD have a \$1,520.00 destination fee. Gravely AXIS has a \$1,000.00 destination fee for 1-4 units and \$750.00 destination fee for 5+ units. Depending on attachment and accessories, an additional installation fee may be required at a rate of \$100.00 per hour. Additional accessory fees are provided at the time of the quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Gravely Atlas JSV 3400 and 3400SD have a \$1,420.00 destination fee and the Gravely Atlas JSV 6400 and 6400SD have a \$1,520.00 destination fee. Gravely AXIS has a \$1,000.00 destination fee for 1-4 units and \$750.00 destination fee for 5+ units. All equipment is delivered "turnkey", prepped/setup/serviced and ready for use.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is prepaid to the nearest embarkation point for Ariens Snow and Gravely Lawn & Garden products. Upon request, Ariens Company logistics team will assist with freight proposals "door to door" at the expense of the member. Process is the same for the Gravely Atlas JSV and AXIS other than the destination fee to the nearest embarkation point.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Upon request, an item may be shipped directly to agency. This process is often requested for smaller items such as an 18" or 21" Single-Stage Snow Blower.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every Sourcewell member is assigned an account when an order is received, account systematically assigns discount per product family, Ariens, Gravely, Atlas JSV and AXIS. Four managers review order through entry process to confirm and ensure pricing, model, terms, billing address and contract information is listed on purchase order. Each contract is assigned a code which allows queries to be filtered to a specific contract and period for reporting to determine sales volume and proper payment of administrative fees.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If Ariens Company is awarded a Sourcewell Contract we will continue to categorize government sales by contract. A weekly sales report is sent to the Sales Team (utilizing queries to get sales numbers) that is reviewed. From that report we can track total sales from the Sourcewell Contract and break it down by region. Measuring success of the contract would include a District Manager that has had low government contract sales over the past quarter and utilizing the Sourcewell Contract to close sales and increase their total sales number for the next quarter, attaining their goal. We want to see a YOY increase in Sourcewell Contract sales across the board for our Sales Team and Dealers. Repeat business is critical to the success of the contract which is also an internal metric that is tracked. Our CRM System holds information on all current Sourcewell members that have purchased from Ariens Company via the Sourcewell Contract. We want to see a YOY increase in sales from current (repeat) government customers. Additionally, closing sales with new Sourcewell members is also tracked by sales reporting and our CRM. The Sales Team has individual goals to close sales with new government customers every year. By tracking current and new customer sales we are able to tell if Ariens Company is having success with the contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ariens Company proposed administrative fee is 2% of Vendor's sales under the Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Ariens Company pricing in this proposal is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ariens Company (parent company of Ariens & Gravely brands) will offer grounds maintenance equipment to all Sourcewell members. This includes commercial zero-turn mowers, stand-on mowers, walk-behind mowers, electric zero-turn mowers, electric stand-on mowers, remote controlled brush mowers, utility vehicles (UTV's), compact utility loaders (CUL's), single-stage snow blowers, two-stage snow blowers, power brushes and stand-on multi-attachment snow removal equipment. All of these equipment offerings include a variety of attachments and accessories to help complete the task at hand.	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial Mid-Mount Zero-Turn, Commercial Walk-Behind Mower, Commercial Stand-On Mower, Commercial Electric Mower, 3 Seater Utility Vehicle, 6 Seater Utility Vehicle, Compact Utility Loader, Remote Controlled Mower, Brush Mower, Commercial Single-Stage Snow Blower, Two-Stage Snow Blower, Two-Stage Track Snow Blower, Power Brush, Stand-On Multi-Attachment Snow Unit.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	☒ Yes ☐ No	Ariens Company offers lawn and garden equipment, tools, attachments, and accessories. Refer to previous line item responses and price lists/product literature documents in the document upload section of the proposal for additional information.	*
78	Irrigation and aeration equipment, systems, parts, and installation	☐ Yes ☒ No	N/A	*
79	Beach and waterfront maintenance equipment and accessories	☐ Yes ☒ No	N/A	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Ariens & Gravely Sourcewell Price Lists.pdf - Thursday November 21, 2024 10:27:22
 - [Financial Strength and Stability](#) - BMO Bank Letter of Reference - RFP #112624.pdf - Thursday November 21, 2024 10:27:39
 - [Marketing Plan/Samples](#) - Marketing Plan_Ariens Company.pdf - Thursday November 21, 2024 10:28:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Ariens & Gravely Product Literature - Warranty - Insurance.pdf - Thursday November 21, 2024 10:29:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tyler Walimaa, Manager, Government Contract Sales, Ariens Company

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☒	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☒	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☒	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☒	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☒	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☒	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☒	2