

**MASTER AGREEMENT #032525****CATEGORY: Road Right-of-Way Maintenance Equipment****SUPPLIER: Diamond Mowers, LLC**

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 Diamond Mowers, LLC, 350 E. 60th St. N., Sioux Falls, SD 57104 (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 May 15, 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.
1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:
- a. Flail, boom, rotary, wing, sickle, and slope mowers;
 - b. Brush cutters;
 - c. Seeders, tillers, mulchers, and sprayers;
 - d. Erosion stabilization and prevention products;
 - e. Ditch maintenance equipment; and
 - f. Dust abatement water trucks.
- 7) **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.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **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.
- 10) **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.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) 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.
- 13) **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.
- 14) **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.
- 15) **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 Sourcwell 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

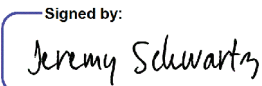
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

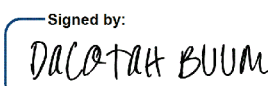
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Diamond Mowers, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/13/2025 | 12:01 PM CDT

Signed by:

715AFBF655D2486...
By: _____
Dacotah Buum
Title: Sales Project Manager
Date: 5/13/2025 | 7:23 AM PDT

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Diamond Mowers

Does your company conduct business under any other name? If yes, please state: SD

Address: 350 E 60TH Street North
Sioux Falls, sd 57104

Contact: dacotah buum

Email: DBuum@diamondmowers.com

Phone: 605-977-3352

Fax: 888-960-0364

HST#: 46-0457129

Submission Details

Created On: Thursday March 13, 2025 09:16:21

Submitted On: Monday March 24, 2025 10:18:00

Submitted By: dacotah buum

Email: DBuum@diamondmowers.com

Transaction #: 737d5600-766f-4550-80b9-b1c8d2e236e7

Submitter's IP Address: 147.243.203.247

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. | Diamond Mowers, LLC | * |
| 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 37UQ4 SAM UEID XM54HUWL3DU6 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 333 | |
| 6 | Proposer Physical Address: | Diamond Mowers, LLC 350 E 60th St. N Sioux Falls, SD 57104 | * |
| 7 | Proposer website address (or addresses): | www.diamondmowers.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): | Dacotah Buum - Sales Project Manager - 350 E. 60th St. N. Sioux Falls, SD 57104 - dbuum@diamondmowers.com - 605-679-0567 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Dacotah Buum - Sales Project Manager - 350 E. 60th St. N. Sioux Falls, SD 57104 - dbuum@diamondmowers.com - 605-679-0567 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Aaron Boyd - National Sales Director - 350 E. 60th St. N. Sioux Falls, SD 57104 - aboyd@diamondmowers.com - 605-977-3304 | * |

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| 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. | Founded in 2000, Sioux Falls, South Dakota, USA based Diamond Mowers is the leading manufacturer of industrial mowing, mulching and brush cutting equipment for the municipal, skid-steer, and excavator markets. Our mission, we will field the best team, we will be the best managed business in our industry, we will excel at driving our dealer's success and we will become the most desired brand in the markets we serve. All employees know, embrace and live our core values, everyone we interact with from vendors, dealers and customers are impacted by our five core values, Customer Focused, Accountability, Grit, Safety and Team Player. Our products are designed and engineered for quality and performance. They're checked repeatedly in a battery of quality assurance tests and performance tests. As a result, they're strong, durable and they work the way they're supposed to. "Demand the Best" has been our philosophy and our purpose. From engineers to fabricators, from accountants to customer service representatives, from assembly workers to HR, the people of Diamond understand the meaning of "Demand the Best" and embrace its application to their specific role. This June, Diamond will celebrate its 25th anniversary and we couldn't be any prouder. | * |
| 12 | What are your company's expectations in the event of an award? | Since our first awarded contract with Sourcwell, we have seen our Municipal business grow each year and we expect to continue this growth pattern. Our relationship has allowed us to work with states and municipalities that do not have a contract or have a complicated purchasing method. We have seen much growth and awareness in Canada, and we are excited to see Canoe excel. We have grown with Sourcwell throughout the years and will continue to promote, educate and utilize the full benefits with our staff, customers and our network of over 1,000+ dealer locations. | * |
| 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. | Diamond Mowers has been with Sourcwell (formerly NJPA) since 2013. Our relationship with Sourcwell helped us to have a record year in 2013 of 17 million dollars in sales. Today, Diamond has continued that relationship and has grown to 95 million dollars in sales in 2024 and is on track for 100 million in 2025. See attached Financial Strength and Stability Document. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Diamond currently has 35-40% of the market share in the US. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Diamond currently has 40-45% of the market in Canada. | * |
| 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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | Diamond has never petitioned for bankruptcy or been involved in any bankruptcy action. | * |
| 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? | Diamond Mowers is a Manufacturer of industrial roadside mowing and land clearing equipment. Diamond primarily sells through our Authorized Dealers, we currently have over 1,000 dealer locations throughout the US and Canada. Diamond also has the option to sell direct. Lead by our Executive Vice President, National Sales Director, Sales Project Manager and Sales Operations Manager, Diamond Mowers has a team of eight Regional Sales Managers (RSM) across the US and Canada, each with an internal Sales Support Specialist (FSS) that works together as a team to manage sales territories. Diamond also has a designated Parts Team, Customer Service Team, Marketing Team, Shipping and Receiving Team, Accounting Team, Engineering Team including our Application Engineers that work directly with our Sales Team and specialize in working with customers to pair the right equipment to fit a variety of carriers, solve problems and find the right solutions to all mowing and land clearing needs. Diamond has partnered with dealers throughout the US and Canada to sell/demo/promote Diamond products. We have a variety of signed dealers ranging from Bobcat, John Deere, Case, New Holland, Massey Ferguson, ASV, Kubota, CAT and many others to promote and sell our products. These dealers must meet a strict criteria to become an authorized Diamond Mowers dealer, this includes but is not limited to, stock inventory, full sales training, product installation, servicing, stocking, promoting and demonstrating our product line. We have a variety of dealers, some specialize in our Municipal line and have designated Government Sales Reps, other specialize in our Skid Steer and Excavator line with designated Sales Reps, others support our full line of products. | * |

| | | | |
|----|---|---|---|
| 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. | <p>Diamond Mowers has tested and complied with the following: SAE J115, J208, J232, J517, J898, J909, J920, J1001, J1150, J1170, J898, J909, J1150, J1500 and ANSI/ASAE: EP363, EP363.1, S203.13, S217.10, S217.11, S278.6, S318.7, S318.14, S390.1, S441, S443 and ASTM A370.</p> <p>The two most regulate standards in our industry are SAE J1001 and SAE J232:</p> <p>SAE J1001: Personal Protection - This establishes guidelines for operator and bystander protection from flail mowers and flail power rakes whose intended use falls within the scope of this document. The guidelines for operator and bystander protection in this recommended practice apply to towed, semi-mounted or mounted flail mowers and flail power rakes when powered by a propelling tractor or machine of at least 15 kw (20 HP), intended for marketing as industrial mowing equipment and designed for cutting grass and other growth in public use areas such as parks, cemeteries and along roadways and highways. SAE J232: Industrial Protection - This SAE standard established performance criteria is towed, semi mounted or mounted, and arm type rotary mowers with one or more blade assemblies of 77.5cm blade tip circle diameter or over, mounted on propelling tractor or machine of at least 15 kw (20HP), intended for marketing as industrial mowing equipment and designed for cutting grass and other growth in public use areas such as parks, cemeteries, and along roadways and highways.</p> | * |
| 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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Diamond Mowers has not had any Suspensions or Debarments. | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | In 2017, Diamond was named one of the fastest growing companies in America by Fortune 5000. In 2019, Diamond was given the Editor's Choice award by Rental Magazine. In 2021, Diamond was honored with the Rich Garry Rookie of the Year award by the Sioux Empire United Way. 2019 Rental Editor's Choice Awards for Diamonds Skid Steer Drum Mulcher. 2022 Rental Editor's Choice Awards for Diamond's Drum Mulcher OD Pro X. 2023 Green Industry Editor's Choice Award for Dimond's TR Boom Drum Mulcher. 2024 Rental Editor's Choice Awards for Diamond's Drum Mulcher DC. 2024 Green Industry Pros Editor's Choice Award for Diamond's disc Mulcher Belt Drive Pro X. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Diamond has averaged 47% of our total sales in the governmental sector. The remaining portion in large is to farmers, landowners and contractors. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | Diamond does not primarily market to the Education Sector, however, we have had some colleges and school's purchase our mowing and mulching equipment, but this would be less than 1%. | * |
| 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? | <p>Sourcwell 070821-DMM \$16,917,793</p> <p>Arizona 4705000848 \$0 - *NEW</p> <p>California 4-22-06-1052 \$0 - *NEW</p> <p>Iowa PA 070821-DMM- \$101,071</p> <p>Kentucky 2300001369 \$0 - *NEW</p> <p>Louisiana 4400027628 \$1,602,338</p> <p>Minnesota 246980 \$1,255,146</p> <p>Mississippi 8200073315 \$991,117</p> <p>Missouri CC221934002 \$167,973</p> <p>Nebraska 16049-OC \$0 - *NEW</p> <p>New York PC69840 \$10,246,835</p> <p>Ohio STS012702 \$1,982,871</p> <p>Oklahoma SW0196DM \$125,336</p> <p>Pennsylvania 4400028122 \$1,306,590</p> <p>Texas TXMAS-25-02001 \$38,539</p> <p>Washington 5218 \$130,061</p> <p>Federal GS-03F-113DA \$145,234</p> <p>Buyboard 706-23 \$3,612,510</p> <p>Equalis R10-1165 \$0 - *NEW</p> <p>Diamond Mowers products are also listed on a large number of state contracts that are held by our authorized dealers in states such as Alaska, Alabama, Georgia, Florida, Pennsylvania, Massachusetts, North Carolina, New Mexico, and others.</p> | * |
| 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? | Diamond has been partnered with our dealer, Federal Contract Corps (FCC) who holds our GSA contract and has dedicated staff that specialize in promoting and bidding Diamonds full product line. Diamonds GSA sales have grown tremendously year after year with FCC. Diamonds previously held GSA contract #47QMCA19D000M, has been terminated on good terms by Diamond Mowers. | * |

Table 2B: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---------------------------------------|---|--|---|
| City of Sioux Falls, Sioux Falls, SD. | Scott Rust srust@siouxfalls.org Sourcwell ID# 72248 Testimonial: "Diamond Mowers salesman Paul Schreurs is very customer focused and helps customers purchase the right mower and tractor for their application. He puts the customer first and makes sure they are happy with equipment upon delivery and after it has been put into service! Diamond Mower's dedication to innovation, quality and customer service sets them apart from the competition!" | 605-367-8836 Office 605-321-5501 Mobile | * |
| St. Louis County Highway, Duluth, MN. | Chad Skelton skeltonc@co.st-louis.mn.us Sourcwell ID# 59548 | 218-290-6397 Mobile 218-742-9804 Office | * |
| Lincoln County, Canton, SD. | Terry Fluit tfluit@lincolncountysd.org Sourcwell ID# 119303 | 605-764-5841 Office | * |

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

Describe your company's capability to meet the needs of Sourcwell 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. | <p>Diamond Mowers directly employs a Sales staff consisting of the below.</p> <p>Executive Vice President Sales & Marketing Vice President of Parts Business National Sales Director Director of Marketing Director of Municipal Business Business Development Manager Sales Project Manager Sales Operations Manager Regional Sales Manager - Qty 8 Sales Operations Specialist - Qty 4 Application Engineer Parts Sales Associate - Qty 5</p> <p>All of the above-mentioned positions are direct Diamond Mowers employees. The 8 Regional Sales Managers (RSM) are based strategically around the US and Canada to cover their specific territories. Our RSM's live and work in their specific territories to stay in tune with the market, customers and our dealer network of over 1,000+ locations. Remaining staff are based at either of our plants/offices, located in Sioux Falls, SD.</p> | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | <p>Diamond Mowers has an extensive network of over 1,000+ authorized dealer locations throughout the US and Canada. Our dealers are fully trained to install, troubleshoot, service and repair our products. Our dealer's stock both inventory and parts and have dedicated sales representatives trained on Diamond products. Diamond has our dealer locator on our website allowing customers to find their closest Diamond Mowers dealer with ease. Diamond also has the option to sell direct.</p> <p>See the attached Diamond Mowers Dealer Network.</p> | * |

| | | | |
|----|---|---|---|
| 28 | Service force. | <p>Diamond Mowers directly employs a Customer Service staff consisting of the below:</p> <p>Director of Customer Care Customer Service Manager Customer Service Lead Customer Service Support Tech - Qty 4 Customer Service Administrator</p> <p>Our Customer Service team is equipped to handle all technical and service-related questions that our customers have. This team handles all warranty cases and most trouble shooting and product repair questions over the phone or email. This is a full-time team dedicated to taking care of our customer needs. We are staffed from 7:00AM CST to 5:00PM CST Monday through Friday. Diamonds call answer rate in 2024 was 99% of the 1% that didn't get answered, 98% were called back within 1 hour.</p> | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Diamond orders will either be processed by a Diamond Regional Sales Manager (RSM) or directly through any of our Diamond Mowers Dealers. Our Application Engineers, RSM's and dealer sales reps will work directly with customers to find the solution that best fits their needs based on their specific application. After qualifying and making a recommendation, a firm quote is given to the customer based on the Sourcewell contracted price. The customer would then issue a purchase order to Diamond Mowers or to the Dealer listing the corresponding Sourcewell contract number. Internally, Diamond verifies Sourcewell membership prior to processing the order, this is recorded on the sales order and the order is flagged for quarterly reporting. If a Dealer sells a Diamond Mowers unit out of their inventory, a purchase or sales order is provided to Diamond with the Sourcewell member number, these are then added to the quarterly reporting and submitted to Sourcewell in their Excel format template.</p> | * |
| 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. | <p>Diamond Mowers prides itself in Customer Responsiveness and with that we have two main metrics in place: 1) 90% of all inbound calls are answered and 2) 90% of all voicemails are returned within 60 mins or less. In 2024 we were at 99% of all calls being answered and 98% of unanswered calls were returned within 1 hour! We view our nationwide network of over 1,000+ authorized service dealers as our 1st line of support for our customers however, we have customers that prefer to contact and work with Diamond directly vs. the dealer. We will support those customers with the same urgency and responsiveness as our dealers with the ultimate goal of the Diamond Mowers Customer Care team being to minimize unit downtime. Our Customer Care team can be reached directly via phone, email, text, or an online support submission. Our team of experienced techs will work directly with our case contact to identify the issue, diagnose a solution, and provide parts as needed. All support cases are logged into our CRM to best understand and manage our products including training opportunities, quality updates, enhancements, and documentation needs.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | <p>Diamond has eight Regional Sales Managers dedicate to the US and Canada along with four Sales Operations Specialists. We have an extensive dealer network of over 1,000+ dealer locations in the US and Canada. Sourcewell customers can purchase directly through the factory or through any of our authorized dealers. We have a fully staffed sales team located at our plant in Sioux Falls, South Dakota dedicated to helping our customers from assisting with application specifics, quoting, ordering, manufacturing, shipping, training, service and parts.</p> | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | <p>We have seen tremendous growth and awareness of Canoe. Diamond actively attends tradeshow in the US and Canada and promotes our Canoe and Sourcewell banners. Diamond has two designated Regional Sales Manager and two Sales Operations Specialists for all of Canada. We also have an established network of dealers throughout Canada that stock our products and are fully trained to install, troubleshoot, and repair our products. Diamond is currently working with many new potential dealers to grow this market. Canadian customer can also purchase direct through Diamond. We have also partnered with brokers and shipping companies to deliver into Canada.</p> | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | <p>There are not any geographical areas of the US or Canada we will not be serving.</p> | * |
| 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. | <p>There are no Participating Entities which will not have full access.</p> | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>There are not specific contract requirements or restrictions that apply to Hawaii, Alaska or US Territories.</p> | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | <p>Diamond will extend terms to all eligible Sourcewell members, including nonprofit members.</p> | * |

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. | Diamond provides our contracted dealers with a wide variety of marketing assets and resources across all product lines. These materials include sales collateral such as sell sheets and brochures, turnkey social media content, showroom-ready videos, website landing page kits, and more. Our goal is to set our dealers up for success by providing marketing resources that are ready to use and easy to implement. Dealers have access to these materials anytime through Diamond on Demand – Dealer Portal, which is available 24/7/365 to all contracted dealers. Additionally, we provide our dealers with access to Diamond Price Lists, which include Sourcewell pricing when applicable, allowing us to deliver added value to both our dealers and their customers. | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Diamond Mowers leverages digital platforms and social media to enhance our marketing effectiveness. As a thought leader in the industry, we feature and promote educational content to drive engagement and position ourselves as a trusted resource. With a growing and engaged audience, we are able to highlight the unique attributes of our broad product offering. Our Marketing program utilizes a multi-channel approach—including social media, e-commerce, paid advertising, SEO, and more—to build awareness and drive traffic to our website. Current strategies include: Google Ads – Enhancing discoverability and SEO through Google advertising and targeted campaigns. Facebook – With over 90K followers, we post daily content and stories and run targeted paid advertising campaigns. Instagram – Reaching more than 6K followers with regular posts, stories, and targeted ads. Blog & Testimonial Content – Focused on industry-relevant topics to educate our audience and position Diamond as an expert, while amplifying the voice of the customer and showcasing their experiences. E-commerce Parts Website – Offers an easy-to-use online ordering experience for dealers and customers. Targeted Email Communications – Tailored messaging for current and prospective customers based on their interests and needs, along with regular communications to dealers on new products, pricing, programs, and company updates. | * |
| 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 our view, Sourcewell's role is to create awareness through marketing the value and services provided. Sourcewell has consistently kept us stocked up on tradeshow flags and magnets to promote our contract and we would expect this to continue. We would like to see the continued H2O and Sourcewell Academy trainings being offered as our teams find much value in attending these. Our Sourcewell representatives have consistently been readily available and have assisted when issues arise or when data is needed, and we expect that to continue. In addition to Sourcewell, we would expect to see efforts to create awareness of Canoe in Canada. Diamond has continued to bring Sourcewell into the conversation early on at the beginning of the sales process, giving our customers an effortless way to purchase. Diamond identifies opportunities and merges them into an existing sales funnel supported by our sales team. Our goal is to ensure the entire sales process remains consistent for all Diamond Mowers customers. | * |
| 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. | Diamonds products are not available through an e-procurement process. Our products including boom mowers, side fold mowers, drum mulchers, disc mulchers etc. require a thorough technical review and are tailored to each customer's needs and carrier information such as the make/model of tractor/skid steer/excavator our attachment will be mounting to. Being a more custom process to meet customers specific needs, an e-procurement process does not fit this method | * |

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

| | | | |
|----|--|---|---|
| 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. | Diamond offers hard copy or digital operators guides on all of our products. These manuals give specific information about the product, parts, maintenance and best practices. Diamond also offers walk around training videos known as "Inservice Guides" online and also "Operator Techniques" videos that demonstrate techniques and proper methods to work safer, faster and more efficient. Additional onsite training is often available through our authorized Diamond Mowers dealers upon request, but this is not a standard practice. | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | Diamond is currently the only manufacturer to offer the Integrated Boom Control system on all mid mount booms. This system was created to give the operator single hand control, enhanced safety features, and an industry leading Smart Screen. The joystick is built into the armrest attaching to the tractors seat and gives five different adjustment locations. It also enhanced safety with an emergency stop button. The Smart Screen allows you to customize boom speeds and joystick sensitivity, tracks and feeds data back to you and offers a detailed diagnostics for troubleshooting in the field. | * |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Diamond does not currently hold any green certificates; however, we do have policies in place for eliminating waste and increasing efficiency. We have a full recycling program in place for our office, materials handling, factory and shipping departments. | * |
| 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. | Diamond does not have any 3rd party labels. | * |
| 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? | <p>Diamond offers a 72-hour parts shipping guarantee on our most common replacement parts. We understand that our products need to be up and running as much as possible, this ensures the customers highest possible uptime. Our customers parts ship within 72 hours or the parts and shipping is free! We also offer a best price guarantee on all of our parts. If you find a better price, Diamond will match it.</p> <p>Diamond offers the most advanced spindle design in the industry. Most spindles require daily greasing while ours is required annually or once every 500 hours.</p> <p>With an industry leading 5-year warranty, Diamonds proprietary blade carriers are the most advanced in the industry.</p> <p>Diamonds hydraulic actuators on our boom mowers offer a greater range of motion vs the competition and are less maintenance compared to the traditional hydraulic swing cylinder design. This design also offers full break away protection!</p> <p>Diamonds boom mowers offer greater stability and visibility from the tractor resulting in a better operator experience.</p> <p>Diamonds Integrated Boom Controls provides the most ergonomic joystick available in the industry. This can be paired with our digital smart screen which allows the operator to monitor, adjust, diagnose and troubleshoot the equipment in real time.</p> | * |
| 46 | Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts. | Safety is as at the forefront of Diamond Mowers. Diamond offers many safety features such as 1/2" Polycarbonate Safety Glass to protect operators. Chain guards and rubber flaps to deflect and control debris. Hydraulic trap doors on drum mulchers to direct debris. Brake options on boom mower heads. New for 2025, 10 second hydraulic brakes are now available on skid steer drum mulchers. Ridged steps and slip resistant surfaces that are strategically placed to prevent slips and falls. Travel locks on rotary and flail mowers for transportation safety. We provide emergency stop buttons, allowing the operator to shut down immediately. Diamond also applies safety decals indicating moving parts, pinch points, stay back indicators and much more. | |
| 47 | Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain. | <p>Diamonds Boom Mowers include our Integrated Boom Controls (IBC) which provides the most ergonomic joystick available in the industry. This joystick is built into the armrest attaching to the tractors seat and gives five different adjustment locations. It also enhanced safety with an emergency stop button.</p> <p>Diamonds Miller Stump Grinder includes an ergonomic control that allows the operator to control the grinder from the cab.</p> | |

| | | |
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| 48 | Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.). | All Diamond products come standard with a full 1-year warranty! In addition, all of our Drum Mulchers come standard with an industry leading full 2-year warranty! Diamond offers a 72-hour parts guarantee for our most common replacement parts, if it doesn't ship within 72 hours, the part and the freight is free! Diamond has over 1,000 authorized dealers throughout every state in the US and dealer locations in Canada! Our dealers are authorized to diagnose and repair our equipment, they also stock common replacement parts. Diamond has a dedicated service team available to diagnose and troubleshoot all issues. Diamond Engineering has put much thought into the serviceability of our products, this includes easy access points to daily maintenance items and also annual maintenance points. Accessibility to common items such as blade and tooth replacement, belt tensions, oil changes and greasing are all pre planned, identified in manuals and clearly labeled as needed. |
|----|--|---|

Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|--|---|--|---|
| 49 | 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 re-sellers if available. Select all that apply. | | <input type="radio"/> Yes <input checked="" type="radio"/> No | Double not qualify for any of the below. |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Minority Business Enterprise |
| 51 | | Women Business Enterprise (WBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Women Business Enterprise |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Disabled-Owned Business Enterprise |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Veteran-Owned Business Enterprise |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Service-Disabled Veteran Owned Business |
| 55 | | Small Business Enterprise (SBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Small Business Enterprise |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Small Disadvantaged Business |
| 57 | | Women-Owned Small Business (WOSB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not qualify as a Women-Owned Small Business |

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * |
|-----------|--|---|
| 58 | Describe your payment terms and accepted payment methods. | Diamond Mowers payment terms are Net-30. Accepted payment methods include ACH/Wire Transfer/Check/Cash/Credit Card (up to \$15,000.00 with no fee). |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | Diamond has partnered with NCL Government Capital who is also an awarded Sourcwell 092424-NCL contract holder to offer financing and leasing options. NCL specializes in this competitively bid financing. Our sales staff is fully trained and works with NCL regularly to provide these services. |

| | | | |
|----|---|---|---|
| 60 | 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. | Diamond uses Salesforce as our CRM for producing requested quotes/orders. Diamonds accounting team invoices directly. Sourcewell quotes and orders are clearly labeled to indicate this. See attached Diamond Mowers Quote Sample for reference. | * |
| 61 | 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? | Diamond does not currently accept the P-card procurement and payment process. | * |
| 62 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Sourcewell pricing will be offered as a percent discount off of our List Price and is applied to all items on our price list. Please see the attached Diamond Mowers Price List for reference, this shows all line items offered by Diamond including part code, description and our List Price and proposed Sourcewell price! | * |
| 63 | 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. | Diamond has presented a 20% discount off of List Price on all tractor attachments. 15% discount off of List Price on all skid steer attachments and 10% discount off of List Price on all excavator attachments. These % discounts are the minimum and some items may receive an even higher % discount. See attached Diamond Mowers Price List document. | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | Multiple unit sales are rare in our industry, but we do look at these on a case-by-case basis. Our Sourcewell pricing is a max contract price to allow competitive pricing on larger multi-unit orders. Diamond does not offer a rebate program. | * |
| 65 | 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. | While it is not common at Diamond to be asked to source product or equipment for customer, we do occasionally get asked to design/modify product for a specific solution. In this instance, Diamond would honor the same Sourcewell % discount as agreed upon and establish a list price, the same as all other products. Sourced items will be specifically called out/identified on the initial upfront quote and order. | * |
| 66 | 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. | All total cost of acquisition are clearly stated on our price list (see the attached Diamond Mowers Price List for reference). This includes a mounting or installation fees when necessary. Customers should not incur any other costs that are not clearly identified on the invoice. In the instance of special requests such as on-site training or sourced items, this will be clearly identified on the quote/order. | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Diamond calculates freight charges at the time of the quote. We work with a variety of providers to provide cost-conscious solutions for all shipments. Actual freight/shipping costs are marked up 10% to cover Diamonds overhead costs related to shipments. These include but are not limited to, labor, materials and packaging. Diamonds freight costs are set and do not vary to customers based on any additional incurred charges at time of shipment. The customer pays the original quoted freight price. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Diamond calculates freight for Alaska, Hawaii, Canada and all other offshore deliveries using the same shipping method. We partner with our variety of providers to find the best possible freight solution. Shipping costs are marked up 10% to cover overhead costs. Factory direct pickup options are also available from our plant in Sioux Falls, SD. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Sourcewell customers will have access to dealer stock inventory through any of our 1,000+ dealer locations across the US and Canada. In some cases, they could see faster lead times to get the products they need vs ordering direct from Diamond! | * |
| 70 | 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. | Diamond's Accounting team performs monthly financial reviews to ensure all sales for state and national contracts are reported correctly and fees are calculated appropriately. Each Sourcewell sale is clearly marked with our contract number and each sale is recorded. Direct dealer sales are recorded as well and reported by Diamond. Sourcewell quotes are generated by Diamond directly which ensures current price levels are always accurate. This is monitored by our Sales Operations team. | * |

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|----|---|---|---|
| 71 | 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. | State and National contract sales to total sales volume will be tracked routinely as well as looking at monthly, quarterly, and annual state contract sales growth. We will continue to work with our Sourcewell representatives to provide quarterly reporting. Diamond has also set a Sourcewell growth goal of 5% annually over the term of the contract. Our goal for 2025 is 6,300,000.00. | * |
| 72 | 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. | Diamond Mowers proposes a 1% administrative fee to Sourcewell. | * |

Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|-----------|--|---|---|
| 73 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Diamonds pricing offering is consistent with our current/previous Sourcewell 070821-DMM contract as well as other awarded state and national contracts. | * |

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 74 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | <p>Diamond Mowers manufactures and sells industrial grade mowing and mulching equipment to municipalities, landowners, contractors and a variety of other customers with mowing, mulching and land clearing needs. We manufacture Rotary Mowers, Flail Mowers, Disc Mulchers, Drum Mulchers, Stump Grinders and Road Reclaimers in a variety of configurations, flow rates and PSI to fit the greater majority of Tractors, Skid Steer, Excavators, Wheel Loaders and Motor Graders. Diamond also offers a line up of used/demo units which are fully inspected/repared by the factory and include a factory warranty unless otherwise stated.</p> <p>Diamond Mowers offering to Sourcewell is our full product line of tractor, excavator, wheel loader, motor grader and skid steer attachments. This includes (but not limited to) Drum Mulcher, Disc Mulcher, Stump Grinder, Rear Cradle Boom Mowers, Side Fold Boom Mowers, 3-Point Boom Mowers, Wheel Loader Boom Mowers, Rotary Mowers, Flail Mowers, and Road Reclaimers, all available options including factory mounting, and a variety of other attachment product related to road right-of-way maintenance.</p> <p>Diamond offers a variety of used and demo equipment for resale. All units come with a factory warranty unless otherwise stated. All are factory inspected to ensure they work as intended.</p> | * |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Diamond Mowers falls under subcategory Road Right-of-Way Maintenance Equipment. | * |

Table 7B: 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 | |
|-----------|---|--|--|---|
| 76 | Flail, boom, rotary, wing, sickle, and slope mowers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Diamond offers multiple Flail, Boom and Rotary mowers for many carriers. | * |
| 77 | Brush cutters | <input checked="" type="radio"/> Yes <input type="radio"/> No | Diamond offers multiple Brush Cutters for multiple carriers. | * |
| 78 | Seeders, tillers, mulchers, and sprayers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Diamond offers mulchers for multiple carriers. | * |
| 79 | Erosion stabilization and prevention products | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not offer stabilization and prevention products. | * |
| 80 | Ditch maintenance equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Diamond offers ditch maintenance equipment. | * |
| 81 | Dust abatement water trucks | <input type="radio"/> Yes <input checked="" type="radio"/> No | Diamond does not offer abatement water trucks. | |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. 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 * |
|---|--|
| | <input type="radio"/> Yes <input checked="" type="radio"/> 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](#) - 2025 Diamond Mowers Price List - Sourcewell.pdf - Thursday March 13, 2025 11:28:12
- [Financial Strength and Stability](#) - Diamond Mowers 2024-12 Final Financial Statement.pdf - Friday March 21, 2025 13:44:46
- [Marketing Plan/Samples](#) - Diamond Mowers Marketing Samples.pdf - Monday March 24, 2025 10:08:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sourcewell Quote Sample.pdf - Thursday March 13, 2025 11:29:39
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Diamond Mowers Dealer Network .pdf - Monday March 24, 2025 09:36:42

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. - Dacotah Boom, Sales Project Manager, Diamond Mowers, LLC

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 |
|--|--|-------|
| There have not been any addenda issued for this bid. | | |