

MASTER AGREEMENT #032525 CATEGORY: Road Right-of-Way Maintenance Equipment SUPPLIER: Alamo Group Texas 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 Alamo Group Texas LLC, 1502 East Walnut St., Seguin, TX 78155 (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.

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- 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.
 - 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.

- DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal ii) 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.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

- xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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

The Report must contain the following fields:

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

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

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

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

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

- a) During the term of this Agreement:
 - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

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

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- 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.

Sourcewell

- 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.

Alamo Group Texas LLC

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Signed by: Jeremy Schwartz By:	Signed by: Leith Forcivito 10B07A6E36D54EF
Jeremy Schwartz	Keith Forcinito
Title: Chief Procurement Officer	Title: President
5/13/2025 12:06 PM CDT Date:	5/13/2025 9:42 AM CDT Date:

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Alamo Group (TX) INC

Does your company conduct

business under any other name? If

yes, please state:

ALAMO INDUSTIAL

1502 E. WALNUT STREET

Address: SEGUIN, TX 78155

Contact: Nathan Moczygemba
Email: bids@alamo-group.com

Phone: 830-372-9637

HST#:

Submission Details

Created On: Wednesday February 05, 2025 14:20:54
Submitted On: Monday March 24, 2025 16:42:16

Submitted By: Nathan Moczygemba
Email: bids@alamo-group.com

Transaction #: 80df1fb4-32b7-40c5-8d75-5acc92a07cc3

Submitter's IP Address: 147.243.190.51

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.	Alamo Group Texas 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).	Alamo Industrial, Mantis, Terrain King, Tiger	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6RAY2	*
5	Provide your NAICS code applicable to Solutions proposed.	333111	
6	Proposer Physical Address:	1502 E. Walnut St. Seguin, TX 78155	*
7	Proposer website address (or addresses):	www.alamo-industrial.com, www.mantisprimemower.com, www.terrainking.com, www.tigermowers.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):	Keith Forcinito President 1502 East Walnut St Seguin, TX 78155 kforcinito@alamo-group.com 830-372-1480	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Moczygemba Contract Administrator 1502 East Walnut St Seguin, TX 78155 bids@alamo-group.com 830-372-9637.	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Burkhart Sales/Marketing Coordinator 3301 North Louise Avenue Sioux Falls, SD 57107 dburkhart@tigermowers.com 605-261-8133 Scott Lariviere Director of Sales and Marketing 3301 North Louise Avenue Sioux Falls, SD 57107 slariviere@tigermowers.com 605-261-7771	*

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.	A Legacy of Innovation and Excellence in Vegetation Management Since 1969, Alamo Group Texas LLC has been a global leader in the design, manufacture, and distribution of high-quality mowing and vegetation management solutions. Through its brands—Alamo Industrial, Tiger, Terrain King, and Mantis—the company has consistently delivered cutting-edge technology, durability, and safety- focused innovations to serve government agencies, agricultural sectors, and commercial markets. From developing the first 15-ft flex-wing mower and telescopic boom mower in 1969 to pioneering remote-controlled tool carriers with a Trimble navigation system in 2019, Alamo Group has continually redefined the industry. Our solutions include tractor- mounted, truck-mounted, prime mover-mounted, and remote-controlled mowers, brush- cutters, and vegetation maintenance equipment, designed to ensure safety, efficiency, and longevity. Our core values drive our success: Teamwork – Fostering strong working relationships, open communication, and innovative customer solutions. Quality Products – Commitment to superior materials, professionalism, and safety. Positive Relationships – Maintaining and expanding customer partnerships for continuous growth. Our business philosophy aligns with its vision: to be the leader in the industrial mowing market by providing high-quality, user-friendly equipment that meets the evolving challenges of right-of-way and roadside vegetation management. Industry Longevity and Safety Leadership As a member of Alamo Group Inc. (NYSE: ALG)—a corporation encompassing 42 companies across North and South America, Europe, and Australia—our brands stand at the forefront of infrastructure maintenance and agricultural solutions. We support our customers with a full OEM parts inventory, expert technical support, safety training, and a highly skilled sales force, ensuring lifecycle support for our equipment. Alamo Group Texas has a well-established authorized dealer channel of nearly 900 locations in North America who are	*
12	event of an award?	our lead procurement vehicle, ensuring streamlined purchasing for our customers. Our commitment includes: • Maintaining Sourcewell as the Preferred Contract – We will prioritize Sourcewell over other cooperative, state, and local contracts, ensuring consistency and ease of use for members. • Expanding Product Offerings – As our product line grows, we will integrate additional equipment, services, and training programs to enhance solutions for members. • Educating Members & Dealers – Our team will actively work with Sourcewell members, providing training and support to ensure they maximize the benefits of the contract. We will also continue training our dealer network to align with our contract strategy. • Increasing Market Presence – We will expand our reach, particularly in Canada, through RMA, CANOE, and provincial independent associations that recognize Sourcewell contracts. • Strategic Marketing & Outreach – Our award will be promoted through Sourcewell literature, social media, website content, and industry events, reinforcing the value of our solutions. Last year over 20% of our total sales were generated through Sourcewell, making it a critical driver of growth. Our team has seen firsthand how the contract simplifies procurement for government entities, ensuring they receive high-quality products at competitive prices. We believe that continuing with Sourcewell will allow us to further increase sales, enhance brand recognition, and provide unmatched value to members. We look forward to the opportunity to continue this partnership, leveraging the strength and reputation of Sourcewell to drive growth, efficiency, and customer satisfaction across North America.	*
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.	Alamo Group Texas LLC is a member of Alamo Group, a publicly traded company on the New York Stock Exchange since 1995. We are including our financials at our Group level. See attachments of our Annual Report and SEC 10K.	*
14	What is your US market share for the Solutions that you are proposing?	Our market share on the products we are proposing in the US is 70%.	*

15	What is your Canadian market share for the	Our market share on the products we are proposing in Canada is 35%.
	Solutions that you are proposing?	
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable.
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?	Alamo Group Texas LLC is best described as a manufacturer and service provider that designs, produces, distributes, and supports high-quality mowing and vegetation management solutions. We operate under the brands Alamo Industrial, Tiger, Terrain King, and Mantis. Sales and Service Model We maintain a direct sales and service force while also leveraging an independent dealer network to ensure comprehensive customer support. Our sales team consists of inside and outside sales employees who work closely with independent dealers and customers. Territory managers spend 90% of their time on the road, strengthening relationships and assisting customers in selecting the right products. We immediately introduce a local dealer to collaborate with our sales staff and customers, ensuring a seamless purchasing experience. Our field sales team supports 286 dealer organizations with 897 locations across the U.S. and Canada. Authorized dealers sell directly to government agencies and provide localized service. Our dealers are well-established in the agricultural, municipal, and construction equipment sectors, broadening our market reach. Service & Support Our customer service, technical support, production, and engineering teams provide direct assistance to dealers and customers. Independent dealers serve as the first point of contact, ensuring local service and OEM parts availability. We provide ongoing technician training, operator manuals, and service guides to dealer service teams. Each dealer is assigned a dedicated factory service representative to streamline communication and troubleshooting. Each dealer is assigned a dedicated factory service representative to streamline communication and troubleshooting. Our factory technicians are available for on-site support and in-house troubleshooting when needed. Dealer Network and Expectations We consider our independent dealers an extension of Alamo Group Texas and require them to meet specific qualifications and sales targets to represent our products. All
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.	Alamo Group Texas manufactures all of its products to adhere to all specifications of the SAE, ASAE, and ANSI Standards of Industrial Mowing Equipment. These standards assure the customer and the public that our equipment provides the highest degree of safety and durability. We employ five licensed Professional Engineers (PE) to support the legitimacy of safety, quality, and durability in our product designs. To develop great products, you need to be proficient and an expert in the use of development software. We have four licensed Certified SOLIDWORKS Professionals (CSWP) to maintain an expertise in the use of the software. Maintaining proper accounting compliance at Alamo Group Texas is essential for us and with our government customers. We also employ 2 CPA's (Certified Public Accountant) who works closely with our Alamo Group accounting team to maintain compliance, conduct internal and external audits and provides direction on maintaining proper audit trails and documents.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Alamo Group Texas has spent the last year partnering with local manufacturing employers to establish the first FAME (Federation for Advanced Manufacturing Education) chapter within our area, the TX Lonestar FAME Chapter. In this newly established program, we have successfully assisted in the opening of a satellite campus of Texas State Technical College (TSTC) within our neighboring New Braunfels community. We as an organization are sponsoring a student to complete their Associates in Advanced Manufacturing Degree, while working and training within our factory along the way. We are also one of the founding members of our local high school's Construction Trade Booster Club, donating to help purchase tools for the school's growing trades program. These students were given a variety of necessary tools that they will use throughout their high schools' years within the program and will be allowed to keep them after they graduate and step into the workforce.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our primary customer base has been the government and 95% of our sales and services support government agencies at the federal, state, city, county, township and provincial levels.	*
22	What percentage of your sales are to the education sector in the past three years?	Since our products are mainly industrial mowing equipment approximately 5% annually of our sales are to educational entities and school districts.	*
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?	List of contracts and their sales volume for the last 3 years. Sourcewell \$58,398,484.43 MD Sourcewell Piggyback \$2,414,718.05 NY Sourcewell Piggyback \$2,896,765.53 BuyBoard \$6,474,148.01 AL State \$208,385.73 AZ State \$92,087.59 FL Sheriff \$9,127,744.08 GA State \$1,966,250.63 II State \$186,368.80 IA State \$37,310.82 KY Sate \$2,489,130.64 LA State \$3,310,433.50 MN State \$49,523.03 MS State \$1,753,847.49 NC State \$44,641.80 OH DOT \$1,152,342.80 OH STS \$3,568,048.17 OK State \$388,792.59 PA State \$14,569,418.10 SC State \$412,797.12 VA DOT \$15,426,417.83 WA State \$2,012,004.21	*
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?	Three of our dealers represent our products on their GSA contract. Here is their sales volume for the last 3 years. 1. Earle Kinlaw Associates (EKA) - \$1,080,969.28 2. Federal Contracts Corp (FCC) - \$258,536.77 3. Rippeon Equipment - \$393,337.96	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Waukesha, WI	Tom Zembruski	262-896-8384	*
Marin County	Sean Cinelli	415-473-6358	*
Town of Clifton Park, NY	Tark Croteau	518-538-0521	*
Florence County Public Work	Travis Wilkes	843-373-3868	

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

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

Line Item	Question	Response *
Itelli		

26	Sales force.	Our North American sales team includes our President, a Director of Alamo Industrial, Tiger and Terrain King Sales, a Director of Mantis Sales, 8 Territory Sales Managers, 1 Contract Administrator, 1 Sales Order Administrator, 1 Sales and Marketing Coordinator and 1 Marketing Specialist. Our dealer channel sales teams consist of at least one focused on government sales with their teams supporting them. Many of our multi-location dealers will have at least one salesperson focused on this market at each location. Presently we have nearly 900 dealer locations serving North America. Most customers will work directly with our dealer channel and as a result we value their local presence and support them with 1) a direct line into our factory teams, 2) product and contract training, 3) marketing materials, 4) presence at events and shows and 5) all remaining support throughout their selling process. Our President has developed great relationships with not only our dealers but with the decision makers at the various levels of government. Our Territory Sales Managers are involved in all sales from specification, product selection, quoting and delivery with our dealer. Our sales and service teams work together to make sure the customer is talking to the right team to quickly get to a solution of their need.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Alamo Group Texas operates a comprehensive network of 286 Authorized Dealer organizations, encompassing 897 dealer locations throughout the United States and Canada. Our Authorized Dealers specialize in addressing the vegetation management needs of city, county, and state governmental entities within their designated territories. Our dealer and distribution model is built around dedicated governmental sales specialists. Each dealer has personnel who focus exclusively on sales, product and customer support, and the marketing of our solutions. Both Alamo Group Texas and our dealers actively participate in vendor programs, such as H2O and Sourcewell Academies, to continually enhance their expertise and foster connections with other vendors in the industry. Our dealers are required to carry standard turnkey inventory, typically consisting of a tractor or prime mover with the mower attachment pre-installed. Recognizing that many customers order equipment based on their existing tractors or prime movers, our dealers maintain flexible inventories capable of accommodating hundreds of potential configurations. Additionally, key dealers across North America stock larger inventory levels, allowing us to quickly reallocate equipment to meet urgent customer demands. To further support customers, all dealers participate in our Annual OEM Parts Stocking Program, ensuring quick access to essential parts and reducing downtime. Many dealers also manage on-site customer inventory programs to keep necessary parts readily available. With nearly 900 dealer locations positioned throughout North America, of whom have partnered with us for over 15 years, our network provides extensive coverage and deep product knowledge, ensuring reliable, expert service. By maintaining a robust dealer network supported by well-managed inventory, dedicated specialists, and superior customer service standards, Alamo Group Texas ensures consistent product availability and dependable service throughout North America.

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28	Service force.	Alamo Group Texas operates a factory-trained service force in collaboration with our 286 Authorized Dealers, covering 897 locations throughout North America. This expansive service network is designed to deliver comprehensive technical support through a combination of dealer technicians, factory representatives, and mobile service teams, all focused on ensuring minimal downtime for our customers. Our customer support staff is available from 8:00 AM to 5:00 PM to handle product support inquiries. When necessary, we deploy mobile technicians who travel directly to authorized dealers or customer locations to address product concerns or technical issues on-site. Our factory technicians, with over 100 years of combined experience, ensure that service needs are handled quickly and effectively. Each Authorized Dealer also maintains trained service technicians ready to assist customers as needed. We follow an integrated sales and service approach, guided by the belief that "Service is what sells the next mower." Our sales and service teams collaborate closely to ensure a smooth transition from equipment purchase to ongoing maintenance. Many of our service personnel are also involved in sales, giving customers access to knowledgeable experts at every stage of their ownership experience. For technical support, we have a highly trained team of representatives, each assigned to specific geographic regions to provide localized assistance. Each dealer is connected with a dedicated representative, streamlining communication and ensuring quick service resolutions. These representatives assist with everything from OEM parts identification to ordering support. Additionally, we offer online technical support for both dealer and customer technicians, enabling real-time troubleshooting. This team is led by our Customer Service/Product Manager, who brings engineering expertise to guide the support process. Our service capabilities extend to on-site and field visits. When complex troubleshooting or issues arise beyond a dealer's sc
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Alamo Group Texas streamlines the ordering process through the Sourcewell contract, allowing customers to purchase equipment directly from the factory with ease and efficiency. The process begins when customers engage with our sales team and their local Authorized Dealer to select the appropriate equipment for their needs. Territory managers are available to assist with contract eligibility, pricing, and ensuring product compatibility. For customers who are not yet Sourcewell members, we provide guidance on the benefits of membership and how to enroll. Once the right equipment is selected, we provide a detailed quote that includes the Sourcewell contract number, the customer's membership number (if applicable), and the official price pages. Customers then issue a purchase order (PO) directly to the factory, with a copy sent for tracking purposes to ensure smooth processing. After receiving the order, our team verifies all membership details, customer information, and equipment compatibility. Each order is assigned a Sourcewell-specific tracking code and is processed through our manufacturing system accordingly.

	:Invelope ID: 0E7DC235-C690-4A66-6A17-20601		_
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.	Since 1969, Alamo Group Texas has maintained a dedicated customer service team committed to providing instant or same-day responses to customer needs. Our primary goal is to ensure quick resolutions, continuous communication, and long-term customer satisfaction. We achieve this through multiple service channels, including phone, email, our website, and a dedicated customer service portal. Customers can easily reach us by phone or email, ensuring immediate access to a service representative. Additionally, our website offers downloadable parts and service manuals, while our customer service portal allows customers to submit service requests and track their progress. Typically, customers initiate service requests through their local Authorized Dealers, who provide first-line support. In cases where the request exceeds the dealer's expertise, the dealer has direct access to their assigned Alamo Group Texas customer service representative for further assistance. All customer inquiries are logged into our computer system, enabling multiple team members to review and follow up without requiring the customer to repeat their issue. This streamlined process ensures smooth communication and effective issue tracking. Each dealer and customer is assigned a dedicated customer service representative familiar with their equipment, service history, and unique needs, allowing for quicker issue resolution and personalized service. We commit to responding to initial service requests within 90 minutes and providing daily updates until the issue is fully resolved. Our customer service and technical support representatives have direct access to engineers, product managers, and production floor teams, allowing us to accelerate troubleshooting and deliver timely solutions. Additionally, our team regularly visits dealers and customers to strengthen relationships and proactively identify potential service trends before they become larger concems. Parts and service fulfillment is another key element of our support structure. Orders pla	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We have a proven track record of taking care of the customer from the first phone call to several years after the sale. We have a well-established dealer channel and highly knowledgeable factory support. We have developed the key aspects of support for the government market. We know how to work with dealers, operators, buyers, fleet managers, purchasing directors, and all other government positions to identify, select, train, educate, operate, and service our equipment and utilize our Sourcewell award. Our network allows us to provide the sales, service, and customer support throughout the entire US.	3
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Alamo Group Texas is fully committed and well-prepared to provide our products and services to Sourcewell participating entities throughout Canada. We operate one of the largest and most established equipment dealer networks in Canada, spanning multiple provinces and featuring best-in-class dealers who specialize in vegetation management solutions. Our factory support extends seamlessly into Canada, ensuring that both dealers and customers receive the same high level of service and technical assistance as we provide in the United States. While certain areas of Canada may have limited demand for our equipment, we have strategically built a strong dealer presence in regions where our products are needed most. We understand that the vegetation management challenges faced in Canada are very similar to those encountered in the U.S., and we are fully equipped to meet these needs with our comprehensive product lineup. Through our extensive dealer network, ongoing factory support, and unwavering commitment to customer service, we ensure that Canadian customers benefit from streamlined ordering, efficient delivery, and reliable post-sale support under the Sourcewell contract. Alamo Group Texas is eager to leverage the Sourcewell contract to deliver efficient, cost-effective solutions to municipalities and government entities across Canada. Our experience, combined with our broad dealer coverage and full factory backing, positions us as a trusted partner for Sourcewell participants throughout the country. By integrating dealer expertise, direct factory support, and a proven lineup of vegetation management products, we are fully capable and committed to serving Canadian Sourcewell members with the same level of excellence and reliability that defines our service in the United States.	3
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We can fully serve all geographical areas of the US and Canada having a need for our equipment.	4

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.	We can fully serve all government, education, and non-profit agencies if we are awarded a Sourcewell contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We can fully serve all entities in Hawaii, Alaska and in US territories, we have no restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We can extend our terms of any awarded master agreement to nonprofit entities.	*

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.	Alamo Group Texas employs a comprehensive and proactive marketing strategy designed to promote the Sourcewell contract. Our primary objective is to maximize contract utilization, streamline the purchasing process for customers, and ensure broad awareness and adoption among eligible entities. To build brand integration and awareness, we prominently feature the Sourcewell logo and contract number on our printed literature, brochures, and handouts. These identifiers are also included in advertisements targetting county and municipal audiences, as well as prominently displayed at the top of the awarded contract page on our website for easy customer access. Additionally, we actively promote the contract at local, regional, and national trade shows. Sourcewell-branded materials such as flags, banners, and booth displays are used to increase visibility and reinforce the contract's value to attendees. Our digital marketing strategy further supports this effort. We maintain regular social media campaigns across platforms like Facebook, Linkedin, and Instagram, particularly following contract awards. These posts are designed to educate customers on the benefits of the contract, highlight success stories, and drive engagement. Dedicated Sourcewell pages on our company brand websites are optimized with search engine best practices, ensuring customers can easily locate relevant contract information. Sales team and dealers with thorough training focused on emphasizing the contract's benefits, helping prevent customers from needing to pursue a traditional 3-bid procurement process. The training includes information on the time and cost savings achieved through Sourcewell? Spre-approved RFP process, guidance on identifying and engaging agency decision-makers, and strategies for leveraging relationships with other Sourcewell vendors. Supporting materials such as the Sourcewell Cooperative Purchasing Reference Guide, branded desktop flags, customizable dealer flyers, current member lists, vendor logo summaries, and direct link

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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Alamo Group Texas utilizes technology, digital data, and social media to enhance marketing effectiveness, customer engagement, and contract utilization. Our approach integrates search engine optimization (SEO), CRM systems, social media, email marketing, and real-time digital tools to improve outreach, streamline the customer experience, and promote the Sourcewell contract effectively. We have optimized our website to improve its organic search rankings, making it easier for customers to find contract details and purchasing steps. Enhancements include better content structure, improved user experience (UX), and metadata adjustments that boost visibility in search results. Customers can also access downloadable product leaflets, informational brochures, and third-party links to get real-time information about our products and services. Our Customer Relationship Management (CRM) system, Salesforce.com, allows us to track customer interactions and purchasing patterns while improving lead management and targeted outreach. A sales data dashboard provides real-time insights into customer needs, sales trends, and contract usage, helping us focus our marketing efforts more effectively. We actively engage with customers through social media platforms, including Facebook, LinkedIn, and Instagram, where we showcase product deliveries, customer training events, and contract benefits. We also promote the Sourcewell contract through these channels, ensuring it remains visible to potential buyers. Additionally, we share Sourcewell content and cross-promote with other vendors to increase contract awareness and adoption. For customer support and real-time collaboration, we use Microsoft Teams to facilitate virtual sales meetings, customer service discussions, and live troubleshooting. Customers and dealers can share photos, videos, and real-time diagnostics, allowing our team to provide quick and effective solutions. We also provide an extensive library of technical resources, including operator manuals, service guides, and F	*
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?	Sourcewell plays a key role in promoting cooperative purchasing agreements by providing brand recognition, marketing support, contract guidance, and lead generation. Their resources and expertise help vendors like Alamo Group Texas expand contract utilization and reach more government and educational customers. We expect Sourcewell to keep us informed about contract acceptance updates, lead opportunities, and piggyback awards. Additionally, their continued marketing support through co-branded materials and event promotions will strengthen our outreach. We would also benefit from training assistance, best practice insights, and collaboration opportunities with other suppliers to enhance contract adoption. Alamo Group Texas fully integrates Sourcewell into our sales strategy by leveraging its strong reputation and cooperative purchasing benefits. Our sales team and dealer network actively promote Sourcewell through print ads, social media, trade shows, and direct customer engagement. We will continue to develop marketing materials highlighting the Sourcewell contract and ensure it is introduced at every opportunity as the most costeffective and efficient purchasing method for our customers. By maintaining close collaboration with Sourcewell, participating in H2O forums, and using their resources and insights, we will drive greater contract adoption and ensure a seamless purchasing experience for Sourcewell members.	*
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.	Currently e-procurement is not available on our products. Alamo Group Texas believes our product line requires hands-on personal service for the sale of products at the customer level. With the wide variety of right-of-way mowing equipment and infinite problems with vegetation management we feel we cannot provide the best customer service with e-procurement at this time. Our products are procured through our Authorized Dealer network. We work directly with our authorized dealers and customers to give the best customer service to provide the solution to the customer's most difficult problems and exceed the customer's expectations.	*

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

Line			
	Question	Response *	
Item		·	

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.	Alamo Group Texas is committed to providing high-quality training programs to ensure operators and maintenance personnel can safely and efficiently use our equipment. Our training covers product selection, operation, maintenance, and safety procedures. Training often begins during product demonstrations conducted jointly with our local dealer. This allows decision-makers, operators, and maintenance technicians to gain hands-on experience in product selection, safe operation, and maintenance at no cost. Once a purchase is made, a required no-cost training session is provided again at delivery for all personnel who will operate, maintain, or work near the equipment. Customers can request additional Operator and Safety Training throughout the life of the equipment. Some customers prefer to perform their own maintenance, particularly after the warranty period. To support them, we offer full factory support for troubleshooting and finding solutions. Through our parent company, Alamo Group, we offer Tractor Mower Operator Safety Training (TMOST) to help operators safely use heavy equipment and understand general maintenance requirements. TMOST training is available at local dealerships, agency sites, and has recently expanded to online modules. The training includes hands-on operations, covering all aspects of mowers, mowing challenges, and best practices for operator and public safety. This specific training is typically an all-day course held at a dealer or customer location. TMOST training carries an additional cost, which depends on factors such as location, number of students, online vs. in-person sessions, and the level of training requested. Pricing is determined based on these specifics. Additional advanced training programs can be arranged based on customer needs. Training is designed to be flexible, with options for in-person and online instruction. For more details or to schedule training, Sourcewell participants can contact their local dealer or representative.	*
42	Describe any technological advances that your proposed Solutions offer.	Alamo Group Texas is committed to technological innovation, integrating advanced engineering and design to enhance efficiency, safety, and performance in vegetation management equipment. Our mowers incorporate state-of-the-art high-pressure hydraulic components and best-in-class variable piston pumps, which optimize fuel efficiency and deliver greater horsepower than any other mowers on the market. These advancements help operators conserve fuel while maximizing performance in demanding conditions. Through collaboration with Alamo Group companies in the U.S. and Europe, we have developed advanced cutting technology that leads the industry in vegetation management. Our commitment to safety is evident in our integration of machine language safety protocols, complex software routines, and monitoring systems that actively prevent operator injuries and reduce fatigue. Features such as seat presence sensors and complete machine monitoring ensure operators receive alerts if the machine is not in a safe condition for exit. For over 55 years, we have led the right-of-way roadside mowing and vegetation management industry. One of our latest innovations is the Boom Positioning System, which allows operators to control the boom arm movement with a simple switch, ensuring precise stow positioning every time. Our Electronic/Hydraulic Float System (EFS), specifically designed for Wildkat boom mowers, enables the mower head to automatically follow ground contours, significantly improving cutting performance. Our Mantis Prime Mover has the ability to rotate the cab 90 degrees in either direction which allows for full visibility. In addition, a rear-view camera and back up alarm were added to make reversing simple. To further enhance equipment usability, we have developed an independent hydraulic mower system, eliminating reliance on the tractor's hydraulic system. Additionally, We were the first company to design a boom mower that meets legal transport height and width restrictions, increasing safety when transporting equip	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our company is committed to environmental sustainability through various initiatives that reduce resource consumption and promote eco-friendly practices. Annually, our Corporate Sustainability Team and Safety/Environmental Team review and set targets for key consumables, including electricity, energy, water, emissions, and landfill waste. We actively recycle approximately 53,000 lbs. of cardboard, paper, and plastics and 911,000 lbs. of steel annually. Our single-stream recycling program and reusable packaging initiative, which repurposes shredded cardboard for shipping, further reduce waste. Energy efficiency improvements include LED lighting upgrades throughout our facility and the replacement of outdated HVAC units with environmentally friendly refrigerants. Additionally, we have optimized our design process with computer modeling to minimize paper use and engineered our products to be compatible with Final Tier 4 agricultural tractor & Stage 5 tool carrier designs, helping customers reduce carbon emissions. We've also transitioned from calcium chloride to Beet Juice for liquid ballast, a non-toxic, biodegradable alternative for tractor tire stability. Our commitment to sustainable practices is guided by various environmental standards and certifications.	*

44	Identify any third-party issued ecolabels, 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.	Alamo Group Texas is committed to sustainability and environmentally responsible manufacturing practices. Our solutions incorporate energy-efficient technologies and conservation-focused designs to minimize environmental impact while maintaining top performance in vegetation management. Our equipment features advanced hydraulic systems designed for fuel efficiency and reduced energy consumption, utilizing best-in-class variable piston pumps that optimize power output while conserving fuel. This innovation not only enhances operational efficiency but also contributes to lower emissions and overall sustainability. Through collaboration with Alamo Group companies in the U.S. and Europe, we integrate life-cycle design principles into our products, ensuring durability, recyclability, and minimal waste. The use of high-quality, long-lasting materials extends the lifespan of our equipment, reducing the need for frequent replacements and decreasing environmental impact. In alignment with industry sustainability efforts, our company continues to explore and adopt eco-friendly manufacturing processes, including reduced material waste, energy-efficient production methods, and environmentally responsible sourcing of components. While specific third-party eco-labels, ratings, or certifications may vary by product line, we remain dedicated to continuous improvement in environmental stewardship, ensuring our solutions meet evolving sustainability standards. For further details on our sustainability initiatives or certifications related to specific products, we encourage Sourcewell participants to contact us directly.	*
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?	We offer a unique combination of customer-focused solutions, industry-leading experience, and superior product support that sets us apart in the vegetation management industry. Our commitment to customization, customer service, long-term product support, and U.Sbased manufacturing makes us an ideal partner for Sourcewell participating entities. One of our most defining attributes is our ability to deliver exactly what the customer needs. Many of our industry "firsts" were developed in response to direct customer requests, and we take pride in modifying our equipment to meet specific operational requirements. We recognize that not every customer needs the same configured product, and we work closely with them to ensure their equipment performs as expected—even if adjustments are needed after initial use. Equally important is our company culture of doing the right thing. Every employee is encouraged to listen to the customer, work collaboratively to find solutions, and make fair and equitable decisions. When conflicts arise, we prioritize the needs of the customer over the factory. This customer-first approach builds trust and ensures that Sourcewell members receive the best possible service and support.	*
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.	Our company prioritizes safety by integrating advanced protective features into our equipment. Our machines are designed with multiple layers of operator protection, ensuring both safety and efficiency in demanding work environments. Our equipment includes emergency shut-off systems and auto-shutoff capabilities to prevent accidents in hazardous situations. Seat presence sensors and machine monitoring systems alert operators if the equipment is not in a safe position, reducing risks during operation and maintenance. We incorporate roll-over protection systems and stability enhancements to minimize the risk of rollovers, ensuring safer operation on uneven terrain. Slip-resistant grips and surfaces provide added security for operators, reducing the likelihood of falls and injuries. Our mowers are equipped with blade guards to protect against debris and accidental contact, while throttle lockouts prevent unintended acceleration or engagement. Additionally, one of our specialty boom mowers features a cutting-edge break-away boom arm design, engineered to enhance safety by minimizing impact forces and preventing damage during unexpected collisions. By continuously refining our safety features and leveraging cutting-edge technology, we ensure that our equipment meets the highest industry standards for operator protection and workplace safety.	

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.	Our products prioritize operator comfort and efficiency by integrating ergonomic features into our equipment. Our designs focus on reducing operator fatigue, improving visibility, and enhancing overall ease of use. Our equipment includes adjustable operator controls, allowing users to customize settings for optimal comfort and precision. Suspension seats provide additional support and reduce strain during long hours of operation. Vibration dampening systems are incorporated to minimize hand-arm and whole-body vibration exposure, improving operator endurance and reducing fatigue. Enhanced visibility cab designs ensure clear sightlines for safer and more efficient operation. Anti-glare interfaces help reduce eye strain, particularly in bright outdoor conditions, while assistive mechanisms for lifting heavy components reduce the physical burden on operators, improving safety and ease of maintenance. By prioritizing ergonomic innovation, we enhance operator performance and comfort, ensuring our equipment meets the highest standards of usability and workplace efficiency.
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	We are committed to providing exceptional serviceability, ensuring that our products are well-supported throughout their lifecycle. All of our equipment comes with a standard one-year warranty for government agencies. Our extensive service network includes Authorized Dealers with trained technicians available on demand. Our factory technicians bring over 100 years of combined experience, ensuring expert support for troubleshooting and repairs. We maintain a dedicated customer service team with professionals who provide instant or same-day responses to customer inquiries. Support is available via phone, email, our main website, and a dedicated service center website. Our computer system logs each service request to ensure seamless follow-up and resolution. Customers typically initiate service requests through our authorized dealers, but our Customer Service Team is always available to assist directly. Additionally, our website offers downloadable parts and service manuals for easy access to essential resources. We take our commitment to Sourcewell participants seriously, focusing on delivering outstanding customer service and ensuring a positive ownership experience. Our goal is to build long-term relationships by providing responsive, high-quality support that keeps our customers returning for future purchases.

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 resellers if available. Select all that apply.		C Yes ℴ No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
50		Minority Business Enterprise (MBE)	C Yes	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
51		Women Business Enterprise (WBE)	C Yes ← No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
52		Disabled-Owned Business Enterprise (DOBE)	C Yes No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
53		Veteran-Owned Business Enterprise (VBE)	∩ Yes	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
54		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes ⓒ No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
55		Small Business Enterprise (SBE)	C Yes No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
56		Small Disadvantaged Business (SDB)	C Yes c No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.
57		Women-Owned Small Business (WOSB)	C Yes ← No	Alamo Group Texas LLC is a wholly owned subsidiary of Alamo Group USA Inc., a public company listed on the NYSE (ALG). We have no special accreditations at this time.

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		Alamo Group Texas offers standard Net 30-day payment terms with accepted methods including wire transfers, ACH and checks.	*

59	Describe any leasing or financing options available for use by educational or governmental entities.	We have an operating agreement with NCL Government Capital as our preferred Leasing and Financing provider for educational and governmental entities. This provides our educational and governmental entities access to Competitively Bid Leasing and Financing solutions through NCL's Sourcewell Contract #092424-NCL. Offerings under this contract include: Tax Exempt Municipal Leases Fair Market Value Leases TRAC Leases Equipment Finance Agreements Bonds By partnering with NCL, we ensure that our educational and government customers benefit from a turn-key, competitively bid solution that meets their unique needs. NCL's commitment to flexibility empowers our customers to structure financing in a way that aligns with their budgetary constraints. One standout feature is the ability to defer payments for up to a year, allowing agencies to acquire critical equipment without immediate budget impacts. This flexibility is just one of the many ways NCL makes it easier for educational and governmental entities to meet their goals.	*
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.	We utilize Sourcewell-specific quote sheets to simplify the ordering process for our customers. By entering the desired quantity, the form automatically calculates the discount off the list price and provides a total at the bottom. Each order includes a copy of the invoice and instructions for contacting our companies with any questions about the purchase or product. A sample quote sheet has been uploaded to the "Transaction Documents" folder.	*
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?	Alamo Group Texas does not currently accept P-cards.	*
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.	We have adopted a standardized pricing model that includes a 17% discount across its entire product lineup, ensuring uniformity and competitive pricing for all Sourcewell members. This structured approach guarantees transparency, consistency, and added value, allowing Sourcewell members to access high-quality equipment at a reduced cost while streamlining the procurement process. Alamo, Tiger, Terrain King, and Mantis manufacture high-performance mowing equipment, including rotary and flail mowers for large-scale operations and boom mowers for roadside and terrain maintenance. They also offer specialized boom mower attachments for added versatility. To simplify the ordering process, the Alamo Group offers Sourcewell and its members an interactive quote sheet to help select the right equipment and configurations while ensuring pricing accuracy and contract compliance. A detailed Sourcewell Price List is also available for easy reference.	*
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.	Alamo Group Texas will provide a 17% discount on the complete line of products for Sourcewell members.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We will provide an additional 2% discount on orders that include five (5) or more units purchased within the same transaction, offering further savings and added value for larger equipment purchases.	*
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.	We will supply a quote for all non-contract items at the time of inquiry to reflect these charges accurately. Freight costs will also be included to ensure accurate pricing for any custom or non-standard equipment configurations.	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We maintain full transparency in pricing by incorporating all acquisition costs into the published list price, minus the applicable discount. We ensure there are no hidden fees, providing customers with clear, upfront pricing. Once the appropriate equipment is identified to meet the customer's needs, all associated charges are clearly outlined in the quote sheet. Labor and delivery costs are included in the sales price, ensuring a straightforward purchasing process. When dealer pre-delivery inspection (PDI) is required, it is specified on the individual quote sheet, with the associated cost explicitly listed in the price list.	*

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.	Freight, delivery, and shipping costs are additional and calculated separately. To ensure efficient and cost-effective transportation, we utilize an industry leading TMS system that provides more competitive pricing by analyzing historical and current trends to optimize the zones and lanes along with equipment and needs to ensure we are getting the best rates for those shipments in the market. Alamo Group has strategically leveraged the collective purchasing power of its member companies to establish contracts with major package delivery providers. As a result, the freight rates we offer are significantly lower than what individual customers typically qualify for, thanks to our substantial shipping volumes across North America.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Deliveries to Alaska, Hawaii, Canada, and offshore locations follow the same process as our standard shipments, with no special challenges or conditions. Depending on the destination, we may utilize alternative transportation methods such as ocean vessels, container shipping or coordinating with a freight forwarder.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We manage all shipments from our manufacturing locations, with delivery available to the nearest dealer or directly to the customer. If delivered to an authorized dealer, they will prepare the equipment and handle final delivery. For direct shipments, the dealer will coordinate a walkthrough covering operation, safety, and maintenance. We offer flexible delivery options to meet customer needs.	*
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.	We ensure that every order includes the member number and contract number throughout the quoting, selling, and invoicing process. Our fail-safe internal audit system requires contract details to be entered before order confirmation. Territory sales managers oversee each order, verifying contract compliance, while our order entry team cross-checks details before processing. Orders under a Sourcewell award are assigned a specific contract code, including the fee amount, allowing us to generate detailed reports on demand. Our accounting team follows a strict quarterly reporting and fee payment process, with audits conducted by a third-party firm to ensure accuracy. Order verification process includes multiple checks at key stages, with customer confirmations when needed. Compliance with pricing, billing, and shipping accuracy is a top priority. Once an order is finalized, our accounting team monitors the process through invoices and payment reconciliation, with contract sales reported monthly and fees submitted quarterly. An internal audit team supports compliance, ensuring adherence to all contract requirements.	*
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.	If awarded, we will track key internal metrics to ensure its success. We utilize a fully automated system to monitor and track all Sourcewell orders from placement to delivery, ensuring efficiency and accuracy. Our success will be measured by contract revenue growth, increased utilization, and expanded piggyback agreements.	*
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.	If awarded, we will pay Sourcewell a 1% fee on the invoiced amount, excluding freight, setup, and pre-delivery inspection costs. This fee supports Sourcewell's role in managing, educating, and promoting the contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	contracts, or agencies.	Yes, We now use Sourcewell as our benchmark and adjust all contracts as such at time
		of renewal or bid.

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.	We offer a full range of specialized tractor-mounted mowing equipment, including flail, rotary, boom, wing, sickle, and slope mowers, along with various attachments such as mulching heads, saw blades, sweepers, snowplows, snow blowers, and ditchers. Our boom mowers extend from 13 to 30 feet, with interchangeable rotary and flail cutter heads in multiple sizes. Our roadside maintenance solutions include efficient shoulder mowers in 60-inch and 72-inch widths, twin configurations for expanded capacity, and rear rotary mowers ranging from 10 to 20 feet, with optional offset hitches for safer ditch mowing. Flail mowers are available in single, twin, rear, or triple configurations, including three-point and pull-type options. Our innovative specialty equipment includes the TrucKat, a boom mower mounted on a modified truck bed for mobile roadside cutting, and an engine-driven boom mower designed for wheel loaders to maximize equipment utilization. We also offer remote-control units for mowing and debris clearing in hard-to-reach areas. Additionally, our tool carrier features interchangeable attachments for boom mowing, wide-area mowing, and various other tasks designed to enhance versatility and efficiency. The WET KUT system allows rotary and flail cutting heads to apply herbicide while mowing, while the Claw reclaims washed-away roadside material, pulling gravel and sand back onto the roadway. Interchangeability across our mowing systems reduces costs and improves efficiency. As a National Account with John Deere, New Holland, Kubota, and Case IH, we provide turnkey tractor/mower solutions for right-of-way clearing. Our product line, including Alamo Industrial, Terrain King, Tiger Mowers, and Mantis, is designed for durability, efficiency, and adaptability. A full listing of products is available in the proposal attachments Pricing Section.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our products we are proposing fall within the scope of this RFP. We do not have any subcategories at this time.

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	© Yes ○ No	We also offer turnkey solutions of a tractor/mower, truck/mower and prime mover/mower in the right-of-way clearing industry.	*
77	Brush cutters	© Yes ○ No	We manufacture multiple side, flail and boom head combinations.	*
78	Seeders, tillers, mulchers, and sprayers	© Yes ○ No	We offer a boom mulcher head and a wet cut system that allows our customers to apply herbicide.	*
79	Erosion stabilization and prevention products	© Yes	Our products include Ditchers, Wetcut system and the Claw roadside reclaimer. Our Ditchers allow water to flow freely in drainage ditches to reduce water backing up and causing floods or erosion outside of the ditch banks. The Wetcut is a herbicide bar that allows for chemical management of noxious weeds rather than using tillage to control weeds. The Claw is a one-way disk that helps reclaim gravel that is washed away by spring rain or removal of shoulder material caused by a snow plow.	*
80	Ditch maintenance equipment	© Yes ○ No	We offer a ditcher head attachment that can be mounted to a tractor.	*
81	Dust abatement water trucks	C Yes ⓒ No		

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 *	
	C Yes	
	⊙ No	

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Sourcewell Price Book.pdf Friday March 21, 2025 16:00:31
- Financial Strength and Stability 2024 Annual Report and SEC 10K.pdf Thursday March 13, 2025 16:33:37
- Marketing Plan/Samples Marketing on Websites and Literature.zip Monday March 24, 2025 16:22:08
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples Sourcewell Quote Sheets.pdf Monday March 24, 2025 16:24:38
- Requested Exceptions (optional)
- <u>Upload Additional Document</u> TMOST Training Flyer, NCL Documents, Warranty Statements and COI.pdf Monday March 24, 2025 16:31:03

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. Keith Forcinito, President, Alamo Group Texas LLC

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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

Pages

There have not been any addenda issued for this bid.