NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER CC250855001	**CONTRACT TITLE** Statewide Ground Maintenance
AMENDMENT NUMBER 01	**CONTRACT PERIOD** November 1, 2026 through September 30, 2027
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID/MOVERS SUPPLIER ID NUMBER** MB00082224/1022048
CONTRACTOR NAME AND ADDRESS Alamo Group Municipal Mowing Solutions 1502 East Walnut Seguin, TX 78155	**STATE AGENCY'S NAME AND ADDRESS** Various Agencies Located Throughout The State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The State of Missouri hereby exercises its option to renew the contract.

All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.

SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.

BUYER **Lane Feeler**	**BUYER CONTACT INFORMATION** Email: lane.feeler@oa.mo.gov Phone: (573) 522 - 3296 Fax: (573) 526-9816
SIGNATURE OF BUYER Lane Feeler	**DATE** September 4, 2026

DIRECTOR OF PURCHASING
Stacia L. Dawson

DEPARTMENT OF GENERAL SERVICES

COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1
TO
MASTER AGREEMENT #61514
PARTICIPATING ADDENDUM NUMBER CTR032790
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ALAMO GROUP TEXAS LLC

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Alamo Group Texas LLC, hereinafter referred to as the "Contractor" or "Alamo Group Texas LLC ", *relating to* the modification *of Master* Agreement *# 61514 effective* November 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to the supplier's name change. All changes are effective at date of modification execution and shall be included in any subsequent modifications.

A. Reference: Master Agreement# 61514, Alamo Group Texas LLC's name is hereby changed to Alamo Group Municipal Mowing Solutions LLC, as detailed in the attached document. All products, pricing and contract terms remain unchanged.

The foregoing is the complete and final expression of the parties' agreement to modify Master Agreement # 61514 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALAMO GROUP MUNICIPAL MOWING SOLUTIONS LLC **FORMERLY ALAMO GROUP TEXAS LLC**	**COMMONWEALTH OF VIRGINIA**
BY: [signature]	BY: Anna Croak, VCA, VCO
NAME: Keith Forcinito Printed Name	NAME: Anna S. Croak Printed Name
TITLE: President	TITLE:
DATE: 2/6/2026	DATE: 2.6.26

Contract Amendment Routing Guide

Missouri Office of Administration — Division of Purchasing

Contract #: CC250855001 Amendment #: 1 Contract Title: Statewide Ground Maintenance Equipment

Contractor: Alamo Group Texas LLC

Identify Amendment Type: Renewal

	1. Request Received, Reviewed, and Assigned	Route	Initials	Date
A.	Identify Bond/ Deposit Inclusion: Surety Bond ☐ Yes ☒ No; Performance Security Deposit ☐ Yes ☒ No	SPOT	LLO	7/22/26
B.	Admin. Fees and Reports ☐ Yes ☐ No ☐ N/A	SPOT	LK	7/29/26
	MBE/WBE Participation ☐ Compliant ☐ Follow-Up Needed ☒ N/A	SPOT	LLO	7/22/26
	SDVE Participation ☐ Compliant ☐ Follow-Up Needed ☒ N/A	SPOT	LLO	7/22/26
	Blind/SW Participation ☐ Compliant ☐ Follow-Up Needed ☒ N/A	SPOT	LLO	7/22/26
	Blind/SW Affidavit on File ☐ Compliant ☐ Follow-Up Needed ☒ N/A	SPOT	LLO	7/22/26
	Save Amendment Routing Guide and MissouriBUYS Attachments to Appropriate Approval File	SPOT	LLO	7/22/26
C.	Create Amendment Tracker Entry	SPOT	LLO	7/22/26
	Ad Hoc Amendment Request in MissouriBUYS to Section Manager	SPOT	LLO	7/22/26
D.	Assign Buyer in Amendment Tracker, Save Amendment Documents in Buyer Approvals Folder, and Ad Hoc Amendment Request to Buyer in MissouriBUYS	Section Manager	JLR	8/6/26

	2. Review, Verify, Prepare, and Approve Contract Amendment	Route	Initials	Date
A.	Renewal: of ☐ Renewal Without Increase ☐ Renewal - $ Increase ☐ Renewal - % Increase ☐ Extension Period (if applicable) ☐ Cancellation/Termination Effective Date: ☒ Other Amendment (specify): NASPO Amendment to extend the contract.	Buyer	LF	8/31/26
B.	Performance Security Deposit $	Buyer		
	Surety Bond $	Buyer		
C.	Verify Section 34.040.7, RSMo Compliance ☐ Match ☐ No Match (Follow-Up Needed)	Buyer/Section Support	LF	8/31/26
D.	Purchasing Suspension List (for assignment of contract)	Buyer/Section Support	LF	8/31/26
E.	Federal Suspension - SAM.Gov	Buyer/Section Support	LF	8/31/26
F.	Prevailing Wage Debarment Lists - OA-FMDC/DOLIR (for assignment of contract)	Buyer/Section Support		
G.	SFS Amendment (if applicable)	Buyer		
	1. SFS Contract Amendment - Review Justification of SFS Contract Amendment	Buyer		
	2. RFP Contract Amendment Requiring SFS Posting - Prepare SFS Justification/Posting	Buyer		
	3. RFP Contract Amendment Requiring SFS Posting - Review/Approve	Buyer		
	Initial/Date Supv. Section Mgr. Asst. Dir. Director			
	4. Date of Advertising	Buyer/Section Support		
H.	Prepare Contract Amendment	Buyer/Section Support	LF	8/31/26
I.	1. Update Amendment Tracker	Buyer/Section Support	LF	8/31/26
	2. Route Amendment for Approval (highlight last approval required if applicable)	Buyer	LF	8/31/26
	Initial/Date Supv. Section Mgr. Asst. Dir. Director			

	3. Issue Contract Amendment (if contractor signature required)		Route	Initials	Date
A.	Section 34.040.7, RSMo, and/or Performance Security or Surety Bond Letters. Email Amendment to Contractor and State Agency Contact	Contractor Email Address(es): nmoczygemba@alamo-group.com State Agency Contact Email Address(es):	Buyer/Section Support	LF	8/31/26
B.	Update Amendment Tracker		Buyer/Section Support	LF	8/31/26

4.	**Review Contract Amendment Response - Verifications**		**Route**	**Initials**	**Date**
A.	Amendment Pricing		Buyer/Section Support	LF	8/31/26
B.	Section 34.040.7, RSMo		Buyer/Section Support	LF	8/31/26
C.	Participation Commitment (if follow-up is needed as indicated in step 1B)		Buyer/Section Support		
D.	Performance Security Deposit/Surety Bond		Buyer/Section Support		
E.	SFS Authorized Limit $		Buyer		
F.	Contract Assignment Verifications	1. Business Compliance	Buyer/Section Support	LF	8/31/26
		2. Assignment and Consent Form	Buyer/Section Support	LF	8/31/26
G.	Update Amendment Tracker		Buyer/Section Support	LF	8/31/26
5.	**Contract Amendment Award Document (NOA)**		**Route**	**Initials**	**Date**
A.	Draft Notice of Contract Amendment Award Document		Buyer/Section Support	LF	8/31/26
B.	Combine Amendment Documents into PDF		Buyer/Section Support	LF	8/31/26
C.	Update Amendment Tracker		Buyer/Section Support	LF	8/31/26
6.	**Review/Approve Contract Amendment Award Document (highlight last approval required, if applicable)**		Buyer		
	Initial/Date	**Supv.** AP 9/1/26 **Section Mgr.**	**Asst. Dir.**	**Director**	
7.	**Process Contract Amendment**		**Route**	**Initials**	**Date**
A.	Update SAMII - AM 300 PMM		Buyer/Section Support		
B.	Update Statewide Notice and Email OA.PURCHweb@oa.mo.gov		Buyer/Section Support		
C.	Update MissouriBUYS		Buyer/Section Support		
D.	Distribute Copy of E-Verify Documents (assignments) to Purchmail@oa.mo.gov		Buyer/Section Support		
E.	Email NOA to Contractor/Assignee and Agency Contact	Contractor Email Address(es): nmoczygemba@alamo-group.com State Agency Contact Email Address(es):	Buyer/Section Support		
F.	Email Participation Information to ParticipationReports@oa.mo.gov (if access database needs to be updated)		Buyer/Section Support		
G.	Update Amendment Tracker		Buyer/Section Support	LF	8/31/26
8.	**Image Contract Amendment Packet**		Admin Tech Team		

NOTICE OF AWARD

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

SOLICITATION NUMBER CPPC30034902500855	**CONTRACT TITLE** Statewide Ground Maintenance Equipment
CONTRACT NUMBER CC250855001	**CONTRACT PERIOD** April 9, 2025 through October 31, 2026
REQUISITION/REQUEST NUMBER N/A	**MissouriBUYS SYSTEM ID** MB00082224
CONTRACTOR NAME AND ADDRESS Alamo Group Texas LLC 1502 East Walnut Street Seguin, TX 78155	**STATE AGENCY'S NAME AND ADDRESS** Various Agency Locations Throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.046, RSMo, contract CC250855001 between the State of Missouri and Alamo Group Texas LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified in paragraph 4.1.1 of the attached Cooperative Contract Procurement document.

BUYER Jennie Rees	**BUYER CONTACT INFORMATION** Email: jennie.rees@oa.mo.gov Phone: (573) 751-6442 Fax: (573) 526-9816
SIGNATURE OF BUYER JRees	**DATE** 4/9/2025

DIRECTOR OF PURCHASING
KSBoeger
Karen S. Boeger

State of Missouri

Office of Administration, Division of Purchasing

Cooperative Contract (COOP) for Statewide Ground Maintenance Equipment (NASPO ValuePoint)

COOP CONTRACT NUMBER NO.:	**CC250855001**
COOP CONTRACT ISSUED ON BEHALF OF:	**Various State of Missouri Agency Locations**
CONTRACTOR NAME AND ADDRESS:	**Alamo Group Texas LLC** **1502 East Walnut Street** **Seguin, TX 78155**
ISSUE DATE	**February 24, 2025**
CONTRACT PERIOD:	**Date of Award through October 31, 2026**
REQUISITION NO.:	**N/A**

REQUESTED RESPONSE DATE: March 7, 2025

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

COOP CONTACT INFORMATION:

BUYER: Halle Vanderfeltz
PHONE NO.: (573) 526-1860
EMAIL: halle.vanderfeltz@oa.mo.gov

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

Various State Agency Locations
Throughout the State of Missouri

Vendor's Organization Name:	**Alamo Group Texas LLC**		
MissouriBUYS Supplier Number:	**MB00082224**		
Point of Contact:	**Nathan Moczygemba**		
Phone Number:	**830-372-9637**	**Email Address:**	**bids@alamo-group.com**
Mailing Address:	**1502 East Walnut Street**		
City/State/Zip:	**Seguin, TX 78155**		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐IRS Tax-Exempt		
What date did the vendor's organization begin operation?	Date: 07/01/2022 MM/DD/YYYY		

The Contractor hereby agrees to provide the services and/or supplies described in the attached **Commonwealth of Virginia, NASPO ValuePoint Contract #61514** *for the State of Missouri subject to the conditions stated on paragraph 4.1.1. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.*

Authorized Signature	**Date**
	4 MAR 25
Printed Name Keith Forcinito	**Title** President

ATTENTION:

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

Cooperative Contract Organization:

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

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

ALAMO GROUP (TX) INC.
1627 E WALNUT ST
SEGUIN, TX 78155-5259

DATE: 03/03/2025
VALID THROUGH: 06/02/2025

CERTIFICATE OF NO TAX DUE

MISSOURI ID: [redacted]
Notice Number [redacted]

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of March 2, 2025. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

STATE OF MISSOURI

Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

ALAMO GROUP TEXAS LLC

using in Missouri the name

ALAMO GROUP TEXAS LLC
FL001701557

a TEXAS entity was created under the laws of this State on the 6th day of November, 2023, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of March, 2025.

Denny Hoskins
Secretary of State

Certification Number: CERT-03032025-0045

BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

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

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

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

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

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.	
"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☒ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

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

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

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

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

Missouri Secretary of State Registration Verification

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

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

Business Name	Alamo Group Texas LLC
Charter Number	FL001701557
Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

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

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

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

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

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

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

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Keith Forcinito	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Alamo Group Texas LLC	3/4/2025
Company Name	Date

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

BOX D – PUBLIC ENTITY	
I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.	
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BUSINESS COMPLIANCE EXHIBIT E,
EMPLOYEE/CONFLICT OF INTEREST

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

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____%

BUSINESS COMPLIANCE EXHIBIT F,
FEDERAL FUNDING UNIQUE IDENTITY ID

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

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

Vendor Name: **Alamo Group Texas LLC**	**Vendor's Unique Identity ID Number:** [redacted]
Parent Organization's Name: **Alamo Group USA Inc**	**Parent Organizations Unique Identity ID Number:** [redacted]

Participating Addendum Number 61514
Ground Maintenance Equipment
between
State of Missouri
and
Alamo Group Texas LLC

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

Alamo Group Texas LLC ("Contractor")
1627 E. Walnut St.
Seguin, TX 78155-5259

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Nathan Moczygemba
nmoczygemba@alamo-group.com
830-372-9637
https://www.alamo-industrial.com/

Participating Entity's contact for this Participating Addendum is:

Halle Vanderfeltz
Procurement Analyst
Halle.Vanderfeltz@oa.mo.gov
573-526-1860

II. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Contractor Partners**. All authorized dealers identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products to Participating Entity may provide Products to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's authorized dealers is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. **ATTACHMENTS.** This Participating Addendum includes the following attachments:

a. State of Missouri, Cooperative Contract **CC250855001**

IX. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Nathan Moczygemba
nmoczygemba@alamo-group.com
830-372-9637
https://www.alamo-industrial.com/

For Participating Entity:

Karen Boeger
Director, Division of Purchasing
Karen.Boeger@oa.mo.gov
573-751-1699

X. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

INSERT STATE SEAL

SIGNATURE

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

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

CONTRACTOR:

Signature

Keith Forcinito

Printed Name

President

Title

2/28/25

Date

PARTICIPATING ENTITY:

Signature

Karen S. Boeger

Printed Name

Director, Division of Purchasing, State of Missouri

Title

4-8-2025

Date

COMMONWEALTH OF VIRGINIA – NASPO VALUE POINT MASTER AGREEMENT

Ground Maintenance Equipment
Master Agreement # 61514

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

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

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

Category 1- Commercial Mowers
Category 2- Tractors
Category 4- Golf Equipment

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

THIS MASTER AGREEMENT hereby consists of the following:

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

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

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

CONTRACTOR:

By: _____

Title: PRESIDENT

Date: 10/14/24

PURCHASING AGENCY:

By: Tracy Wrenn, VCO

Title: Statewide Sourcing & Contracting Officer

Date: 10/15/2024

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

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

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

4. Amendments

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

5. Participants and Scope

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

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

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

placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each
Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

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

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint
Program requirements: Term of the Master Agreement; Amendments; Participants and Scope;
Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

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

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

6. Administrative Fees

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

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

7. NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including (if applicable) pricing for each: chassis, body/equipment item, and installation by product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is Microsoft Excel or equivalent.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating
Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, nonexclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

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

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

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

9. Right to Publish

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

10. Price and Rate Guarantee Period

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

11. Individual Customers

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

Administration of Orders

12. Ordering

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

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

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the thencurrent termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

13. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each

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

14. Laws and Regulations

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

15. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

16. Payment

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

17. Warranty

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

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

18. Title of Product

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

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

General Provisions

19. Insurance

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

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

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

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any
Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the

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

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

20. Records Administration and Audit

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

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

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

21. Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

22. Public Information

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

23. Assignment/Subcontracts

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

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

24. Changes in Contractor Representation

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

25. Independent Contractor

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

26. Cancellation

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

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

27. Force Majeure

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

28. Defaults and Remedies

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

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

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

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

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

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

29. Waiver of Breach

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

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

30. Debarment

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

31. Indemnification

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

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

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

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

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

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

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

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

32. No Waiver of Sovereign Immunity

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

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

33. Governing Law and Venue

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

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

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

34. Assignment of Antitrust Rights

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

35. Contract Provisions for Orders Utilizing Federal Funds

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

36. <u>Leasing or Alternative Financing Methods</u>

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

Attachment B: SCOPE OF WORK

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

I. OVERVIEW AND DEFINITIONS

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

II. MASTER AGREEMENT OBJECTIVES

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

III. MASTER AGREEMENT DELIVERABLES

1. Product Categories

A. Ground Maintenance Equipment:

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

B. Value Added Option for Additional Equipment

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

C. Open Market- (Non Contract- Allied Equipment)

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

a. Agency purchasing a contracted base model unit wants a service parts package to take care of the first required oil change on the unit.

b. Agency needs to purchase a John Deere tractor with an implement for specialty mowing purposes such as a non-contract/Allied “over the guard rail” boom mower.
c. Agency needs to purchase a John Deere tractor for roadside mowing with the tractor tires filled with non-contract/Allied fluid as a ballasting agent in order to maintain stability when performing hillside mowing.
d. Agency has a requirement for mounted non-contract/Allied lighting packages on equipment for safety and visibility purposes.

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

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

Offeror confirms that to the extent open market (non-contract/allied equipment) is included on a purchase order with contract equipment, the Contractor will not void any applicable equipment warranty(ies), provided that the following conditions are met:
a. Open Market (Non-contract/allied equipment) is properly mounted or installed by an authorized dealer/distributor or other installer approved by the Contractor;
b. Any warranty claim for contract equipment is warrantable under the terms and limitations of the applicable Contractor’s product warranty(ies); and
c. The Authorized User provides supporting documentation upon request by the Contractor for verification of warranty claim.

IV. CONTRACTOR RESPONSIBILITY AND TASK

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

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

A. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below: (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $5 million

per occurrence. (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

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

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

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

3. Licensing

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

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

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

4. Ordering

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

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

C. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

5. Changes in Contractor Contact

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

6. Contract Provisions for Orders Utilizing Federal Funds.

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

7. Warranty-Equipment/Options/Accessories/Attachments

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

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

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

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

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

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

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

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

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

J. Equipment that will remain in the Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any state-owned equipment in the Contractor's possession.

8. **Quality of Parts**

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

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

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

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

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

9. Warranty/Buy Back

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

10. Repair Facilities

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

11. Freight/Shipping/Set-up Fees

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

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

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

12. Delivery

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

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

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

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

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

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

13. Price Adjustments

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

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

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

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

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

14. New Products

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

15. Discontinued Products

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

16. Price

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

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

17. Value Added Contract Items

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

• Ground Maintenance Equipment Value Add

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

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

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

V. LEAD STATE RESPONSIBILITIES AND TASKS

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

Attachment C- Commonwealth of Virginia's General Terms and Conditions

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

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

   e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract

for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over $10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

F. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

G. **PAYMENT:**

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia,* § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351.,. The

provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

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

      (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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

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

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

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

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

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

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

the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

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

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

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

M. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

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

O. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

P. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

Q. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

R. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

Attachment G

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

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

I. OFFEROR INFORMATION

A. Company's Full Legal Name: Alamo Group Texas LLC

B. Primary Business Address: Alamo Group Texas LLC
1502 East Walnut Street, Seguin, TX 78155

C. Federal Tax Identification Number: 74-2362509

D. Entity Type:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☑ Limited Liability Company
- ☐ Corporation

II. BUSINESS DETAILS

A. Company Website. Provide a URL for your company's website. https://www.alamo-group.com

B. Company History. Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

The foundation of our company began in 1969 when Donald J Douglass acquired Engler Manufacturing Company in Houston, Texas. Engler Manufacturing was best know for making Terrain King mowers, which were the first wide-swath flex-wing highway mowers. Douglass renamed the company Terrain King shortly after the purchase. Within months, Douglass secured Astron and the patented Slopemower, a telescoping boom mower. In 1971 we expanded with the acquisition of D & D Bumper Works in Seguin, Texas who has perfected a line of pickup truck accessories. This acquisition was a harbinger of the future, as in 1975 Seguin became Terrain King's North American headquarters. In 1977 the truck accessories were sold off to create more manufacturing space for our highway mowing operations. In 1983 the inventor and leading manufacturer of flail mowing equipment, Mott Corporation, was purchased along with Lehara Equipment Company. It was in 1983 our name changed to Alamo Group (TX) Inc and our brand was Alamo Industrial. Triumph Machinery Company, the only United States manufacturer of hydraulic sickle-bar equipment, was acquired in 1984. These companies combined are represented in what is now known as Alamo Industrial.

In May 2009, Alamo Group (TX) Inc brought back the highly recognized brand name Terrain King. Terran King and Kubota Tractor Corporation entered into a marketing agreement to manufacture, distribute, and service Terrain King products exclusively through select Kubota dealers. The prestigious 'PERFORMANCE MATCHED" approval indicates the implements have been thoroughly tested by Kubota Corporation's Engineering department in Japan and have an Allied Engineering Release on file that documents the testing and final approval procedures. Terrain King is the only mid-mounted boom mower recognized by Kubota as a factory authorized implement.

July of 2022, Alamo Group (TX) Inc changed to Alamo Group Texas LLC.

In 2023, Alamo Group Texas LLC developed the second generation of the Mantis Prime Mover under the new brand Mantis. This new brand includes a prime mover with interchangeable attachments designed to stay within width requirements of the roads. Today Alamo Group Texas LLC consists of three brands: Alamo Industrial, Terrain King, and Mantis.

C. Company Size. Identify the number of employees working for your company. 200 employees

D. Ownership Structure. Describe your company's ownership structure. Alamo Group Texas LLC is a subsidiary of Alamo Group (USA) Inc.

E. Litigation. List all claims of non-performance or breach from customers in excess of $5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary. None

III. PROPOSAL CONTACT

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

A. Proposal Contact Name: Nathan Moczygemba
B. Proposal Contact Title: Contract Administrator
C. Proposal Contact Email: bids@alamo-group.com
D. Proposal Contact Phone Number: 830-372-9637

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

A. AGTX is a proud founding member of our local high school's Construction Trade Booster Club, donating to help purchase tools for the school's growing trades program.

B. AGTX 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 are excited to report that the school has officially opened with their inaugural class, and 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.

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

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

☑ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. Furthermore, Offeror was neither created nor used for the purpose of circumventing a debarment decision against another vendor. Offeror understands this if it is created or used for the purpose of circumventing a debarment against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. Non-collusion.

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

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

☑ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

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

☑ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or

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

E. **Business Certifications.** (Check all that apply.)

☐ Offeror is a certified [demographic]-owned business, as defined in [statutory citation].

☐ Offeror is a resident business, as defined in [statutory citation].

F. **Required Insurance.** Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

G. **NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a [0.25%] administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.

H. **Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment H, Offeror Response Worksheet.

I. **Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

J. **Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

K. **Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment A, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

Signature

The undersigned is one of the following:

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

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

OFFEROR:

Signature	**Date** 6/10/24
Keith Forcinito **Printed Name**	President **Title**
kforcinito@alamo-group.com **Email Address**	830-491-4624 **Phone Number**

Attachment J
PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

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

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

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

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

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

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

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

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

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

[Add additional rows as needed.]

Attachment K
CLAIM OF BUSINESS CONFIDENTIALITY

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

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

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

- Each of the following fields **must** be completed for each claim asserted by Offeror:
  - **Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
  - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
  - **Basis for Claim:** The basis for Offeror's claim, which in accordance with the Code of Virginia , § 2.2-4342F:
    Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder or offeror must invoke the protections of the Code of Virginia, § 2.2-4342F, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid or proposal will be rejected.

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

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]

Signature

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

OFFEROR:

Signature	**Date** 6/10/24
Keith Forcinito **Printed Name**	President **Title**
kforcinito@alamo-group.com **Email Address**	830-491-4624 **Phone Number**

SMALL BUSINESS SUBCONTRACTING PLAN

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

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

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

Offeror Name: Alamo Group Texas LLC

Preparer Name: Nathan Moczygemba **Date:** 6/11/2024

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

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.

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

Section A

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

Certification number:_____ Certification Date:_____

Section B

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

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

STATE CORPORATION COMMISSION FORM

Offerors are required to return this form with their proposal.

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

☑ is a corporation or other business entity with the following SCC identification number: 11440784

-OR-

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

-OR-

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

-OR-

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

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

Signature: _____ Date: 6/11/24

Name: Keith Forcinito
Print

Title: President

Name of Firm: Alamo Group Texas LLC

VENDOR DATA SHEET

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

1. Qualification: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Offeror's Primary Contact:

   Name: Nathan Moczygemba Phone: 830-372-9637 Email: bids@alamo-group.com

3. Years in Business: Indicate the length of time Offeror has been in business providing this type of good or service:

   55 Years _____ Months

4. eVA Supplier ID or DUNS Number: E5245

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Offeror is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company: Virginia DOT Contact: Michael Stiles
   Phone: (804) 762-2077 Email: ( ) Michael.Stiles@vdot.virginia.gov
   Dates of Service: 2012 - Present $ Value: 47,775,140.00

   B. Company Delaware DOT Contact: L J Hardy
   Phone: (302) 760-2405 Email: ( ) Lawrence.Hardy@delaware.gov
   Dates of Service: 2012 - Present $ Value: 11,879,726.00

   C. Company: Conneticut DOT through UATNE Contact: James Chupas
   Phone: (860) 594-2639 Email: ( ) james.chupas@ct.gov
   Dates of Service: 2020 - Present $ Value: 5,182,750.00

   D. Company: Everglades Farm Equipment Contact: Mark Gulick
   Phone: (941) 722-3281 Email: ( ) mgulick@evergladesfarmequipment.com
   Dates of Service: 2012 - Present $ Value: 18,020,239.00

I certify the accuracy of this information.

Signed: _____ Title: President Date: 6/11/2024

COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

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

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

May 15, 2024

ADDENDUM NO. 1 TO ALL BIDDERS:

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

The below is hereby amended as follows:

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

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

C. Open Market- (Non-Contract- Allied Equipment) Open Market (Non-contract or allied equipment) will be permitted to be procured at the same time as contract equipment to allow for the contract equipment to operate within safety guidelines (e.g., federal, state, agency) or to function as needed. The addition of the non-contract or allied equipment will complete or enhance the operation or provide an additional level of safe operation of the contract equipment. Open Marke(non-contract or allied equipment) are considered to be products, implements, attachments, parts, and bundles not manufactured by the Contractor but in some instances branded by the Contractor. The following are typical examples of these procurements:
a. Agency purchasing a contracted base model unit wants a service parts package to take care of the first required oil change on the unit.
b. Agency needs to purchase a John Deere tractor with an implement for specialty mowing purposes such as a non-contract/Allied "over the guard rail" boom mower.
c. Agency needs to purchase a John Deere tractor for roadside mowing with the tractor tires filled with non-contract/Allied fluid as a ballasting agent in order to maintain stability when performing hillside mowing.
d. Agency has a requirement for mounted non-contract/Allied lighting packages on equipment for safety and visibility purposes.

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

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

Offeror confirms that to the extent open market (non-contract/allied equipment) is included on a purchase order with contract equipment, the Contractor will not void any applicable equipment warranty(ies), provided that the following conditions are met:
a. Open Market (Non-contract/allied equipment) is properly mounted or installed by an authorized dealer/distributor or other installer approved by the Contractor.
b. Any warranty claim for contract equipment is warrantable under the terms and limitations of the applicable Contractor's product warranty(ies); and
c. The Authorized User provides supporting documentation upon request by the Contractor for verification of warranty claim.

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

Signature Page to Follow

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

Very truly yours,

Tracy Wrenn, VCO

Tracy Wrenn
Statewide Sourcing & Contracting Officer

Alamo Group Texas LLC
Name of Firm

PRESIDENT
Signature/Title

6/11/2024
Date

Request for Proposal for
Ground Maintenance Equipment
Issued by the Commonwealth of Virginia
Solicitation Number RFP 61514

	ALAMO GROUP TEXAS LLC SCHEDULE MAINTENANCE EQUIPMENT		PRICING GROUND
Category# 1	Commercial Mowers		
Item #	Brand Name / Model		Minimum Discount %
	Alamo TRAXX™ RC28™ & Accessories		
04772830	Alamo TRAXX™ RC28™		[illegible]
33122879C	Additional Operator's and Parts Manuals		[illegible]
33120925	Additional Fuel Reservoir		[illegible]
33121127	High Wear Kit		[illegible]
33121120	Spare Blade		[illegible]
	Alamo TRAXX™ RC75™ & Attachments		
04772502	Alamo TRAXX™ RC75™		[illegible]
33121188	51" Brush and Sapling Flail		[illegible]
33123254	63" Brush and Sapling Flail		[illegible]
33123826	75" Heavy Duty Grass Flail		[illegible]
33120781	63" Mulcher with Push Bar		[illegible]
33123610	63" Fixed-Tooth Forestry Flail with Push Bar		[illegible]
33121159	Front Bucket		[illegible]
33120358	Additional Operator's and Parts Manuals		[illegible]
4008085	Tow Hitch		[illegible]
4008409	Rear Bumper Guard		[illegible]
33120782	Supper Rubber Tracks		[illegible]
33121189	Steel Cleats		[illegible]
4500264	Spike Kit		[illegible]
4008086	LED Lighting Kit		[illegible]
008898999C	Extended 1 Year Warranty		[illegible]
	Alamo Falcon Rotary Mower & Attachments		
04532210	10' Falcon™ Flex-Wing		[illegible]
02986580	5 Foam Filled Used Airplane Tire and Wheels		[illegible]
04532215	15' Falcon™ Flex-Wing		[illegible]
02986581	6 Foam Filled Used Airplane Tire and Wheels		[illegible]
02991066	Winch and Stand		[illegible]
00769178	2-5/16" Ball Hitch		[illegible]
00773869SR	Pintle Hitch Kit (Requires Tractor Drawbar Modification)		[illegible]
00774802	Additional Wheel Kit		[illegible]
00786015	Additional Wheels Kit		[illegible]
00786014	Foam Filled Used Airplane Tire and Wheel		[illegible]
02985378	Additional Operator's and Parts Manuals		[illegible]
008898999F3	Extended 1 Year Warranty		[illegible]
00751565	Universal Falcon Mount Kit (Requires Modification)		
02983169	Falcon Mount Kit for 5E		
02993414	Falcon Mount Kit for 5M		
02994567	Falcon Mount Kit for 6E/6M/6D/6R		
33121442	Falcon Mount Kit for M5		
33121587	Falcon Mount Kit for M6S		
02999691	Falcon Mount Kit for M6		
02993071	Falcon Mount Kit for TS6 and Farmall-A		
02997816	Falcon Mount Kit for T6 and Maxxum		
Category 2	Tractors		
	Brand Name / Model		Minimum Discount %
Mantis	Mantis Prime Mover and Attachments		
MTS155BF	Mantis, 155 horsepower, Base Hydraulics, Fixed Cab		[illegible]
MTS155BR	Mantis, 155 horsepower, Base Hydraulics, Rotating Cab		[illegible]
MTS155FF	Mantis, 155 horsepower, Front Hydraulics, Fixed Cab		[illegible]
MTS155FR	Mantis, 155 horsepower, Front Hydraulics, Rotating Cab		[illegible]
MTS201FF	Mantis, 201 horsepower, Front Hydraulics, Fixed Cab		[illegible]
MTS201FR	Mantis, 201 horsepower, Front Hydraulics, Rotating Cab		[illegible]
MTS201PF	Mantis, 201 horsepower, Premium Hydraulics, Fixed Cab		[illegible]
MTS201PR	Mantis, 201 horsepower, Premium Hydraulics, Rotating Cab		[illegible]
Tire Options			
33119065	BKT 500/50-22.5 16PR FLOTATION 648		[illegible]
33119066	MITAS 560/45R22.5 AGRITERRA 02	Standard	[illegible]
Cab Options			
33124124	Cab Mounted LED Light Bar		[illegible]
33119068	Steel Tool Boxes - Left & Right mounted		[illegible]
SA	Fixed Cab 1/2" Front Lexan Window, Factory Installed		[illegible]
Front Options - Must Chose 1			
33119108	Front Cover Plate	Standard	[illegible]
33119071	Front 3 PT Hitch with 2 SCV (not available on 155B)		[illegible]
33119070	Front 3 PT Hitch w/ 2 SCV & Skid Steer Hitch (not available on 155B)		[illegible]
33119069	Front 3 PT Hitch w/ 2 SCV & 1000 RPM PTO (201P only)		[illegible]
33119118	Front 3 Pt Hitch w/ 2 SCV & 1000 RPM PTO & Skid Steer Hitch (201P only)		[illegible]
Rear Options			
33119067	Rear Drawbar		[illegible]
33119072	2 SCV & 1000 RPM PTO & rear drawbar (201P only)		[illegible]
Mower Attachments			
04157024	24' Telescoping Boom		[illegible]
04157030	30' Telescoping Boom		[illegible]
SA	21' Triple Flail Mower - Available December 2024		[illegible]
Boom Mowing Heads			
33115112	50" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
33115113	50" Severe Duty Rotary, Blade Pan, Swivel		[illegible]
33115114	60" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
33115117	Heavy Duty Grass Flail, Swivel		[illegible]
33115124	Flail-Axe® Brush Cutter, Swivel		[illegible]
02997804	SRD™-50 Mulcher Head		[illegible]
02997808	Hitchport Kit		[illegible]
33115127	22" Ditch Renovator		[illegible]
33115129	69" Buzzbar® SawHead		[illegible]
33115130	90" Buzzbar® SawHead		[illegible]
02996743	Quick Hitch® Kit for Boom		[illegible]
33121500	Quick Hitch® Kit for Rotary		[illegible]
02997330	Quick Hitch® Kit for HD Grass Flail		[illegible]
02996746	Quick Hitch® Kit for Flail-Axe®		[illegible]
33122109	Quick Hitch® Kit for Mulching Head		[illegible]
02996747	Quick Hitch® Kit for Ditcher		[illegible]
02996745	Quick Hitch® Kit for Buzzbar®		[illegible]
Alamo Industrial	Roadside Mowing Attachments and Accessories for Tractors		
Alamo Maverick Boom	[illegible]		
04802440	24' Maverick™ 2 Boom		[illegible]
04802415	24' Maverick™ 2 Boom for MY2020- 6110M tractors		[illegible]
04802413	24' Maverick™ 2 Boom for TS6, T6, Farmall-A, and Maxxum tractors		[illegible]
04802414	24' Maverick™ 2 Boom for -MY2020 TS6.110 and Farmall 110A tractors		[illegible]
04802840	28' Maverick™ 2 Boom (Non-Telescopic)		[illegible]
04802841	28' Maverick™ 2 Boom (Non-Telescopic) for TS6, T6, Farmall-A, and Maxxum tractors		[illegible]
04803040	30' Maverick™ 2 Boom		[illegible]
04803033	30' Maverick™ 2 Boom for TS6, T6, Farmall-A, and Maxxum tractors		[illegible]
	Maverick Heads and Accessories		
33121489	50" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
33121490	50" Severe Duty Rotary, Blade Pan, Swivel		[illegible]
33121495	60" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
33121702	60" Severe Duty Rotary, Blade Pan, Swivel for 24' Boom		[illegible]
02998068	Heavy Duty Grass Flail, Swivel		[illegible]
02986262	Flail-Axe® Brush Cutter, Swivel		[illegible]
33122762	Flail-Axe® Brush Cutter with SHD Cuttershaft, 4 oz Knives, Swivel		[illegible]
02997804	SRD™-50 Mulcher Head		[illegible]
02997808	Hitchport Kit		[illegible]
02988100	Ditcher		[illegible]
02986236	48" Buzzbar® SawHead		[illegible]
02986237	69" Buzzbar® SawHead		[illegible]
02986245	90" Buzzbar® SawHead		[illegible]
33121498	5' Timbercat™ Sickle Limb Cutter		[illegible]
33121499	7' Timbercat™ Sickle Limb Cutter		[illegible]
02996743	Quick Hitch® Kit for Boom		[illegible]
33121500	Quick Hitch® Kit for Swivel Rotary		[illegible]
02997330	Quick Hitch® Kit for HD Grass Flail		[illegible]
02996746	Quick Hitch® Kit for Swivel Flail-Axe®		[illegible]
33122109	Quick Hitch® Kit for SRD™-50		[illegible]
02996747	Quick Hitch® Kit for Ditcher		[illegible]
02996745	Quick Hitch® Kit for Buzzbar®		[illegible]
33122392	Quick Hitch® Kit for Timbercat™		[illegible]
02984400	Jack Stand for HD Grass Flail		[illegible]
02975647M	Jack Stand for Flail-Axe®		[illegible]
02990399	Jack Stand for Ditcher		[illegible]
33122817	Skid Shoe Extension for 60" Rotary		[illegible]
33123140	Cab Guard for MY2020- 6110M/6120M		[illegible]
02995058	Additional Operator's and Parts Manuals		[illegible]
02982002	Factory Mounting		[illegible]
008898999MV	Extended 1 Year Warranty		[illegible]
Alamo Machete Boom	[illegible]		
04861802	18' Machete™ 3 Boom for 2wd tractors		[illegible]
04862202	22' Machete™ 3 Boom for 2wd tractors		[illegible]
04861812	18' Machete™ 3 Boom for 4wd tractors		[illegible]
04862212	22' Machete™ 3 Boom for 4wd tractors		[illegible]
04862512	25' Machete™ 3 Boom for 4wd tractors		[illegible]
04862232	18' Machete™ 3 Boom for MY2020- 6110M/6120M tractors		[illegible]
04862233	22' Machete™ 3 Boom for MY2020- 6110M/6120M tractors		[illegible]
04862234	25' Machete™ 3 Boom for MY2020- 6110M/6120M tractors		[illegible]
	Machete Heads and Accessories		
33121489	50" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
33121490	50" Severe Duty Rotary, Blade Pan, Swivel		[illegible]
33121495	60" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
02998068	Heavy Duty Grass Flail, Swivel		[illegible]
02986262	Flail-Axe® Brush Cutter, Swivel		[illegible]
33122762	Flail-Axe® Brush Cutter with SHD Cuttershaft, 4 oz Knives, Swivel		[illegible]
02997804	SRD™-50 Mulcher Head		[illegible]
02997808	Hitchport Kit		[illegible]
02988100	Ditcher		[illegible]
02986236	48" Buzzbar® SawHead		[illegible]
02986237	69" Buzzbar® SawHead		[illegible]
02986245	90" Buzzbar® SawHead		[illegible]
33121498	5' Timbercat™ Sickle Limb Cutter		[illegible]
33121499	7' Timbercat™ Sickle Limb Cutter		[illegible]
33121912	Swivel Kit		[illegible]
02996743	Quick Hitch® Kit for Boom		[illegible]
33121500	Quick Hitch® Kit for Swivel Rotary		[illegible]
02997330	Quick Hitch® Kit for HD Grass Flail		[illegible]
02996746	Quick Hitch® Kit for Swivel Flail-Axe®		[illegible]
33122109	Quick Hitch® Kit for SRD™-50		[illegible]
02996747	Quick Hitch® Kit for Ditcher		[illegible]
02996745	Quick Hitch® Kit for Buzzbar®		[illegible]
33122392	Quick Hitch® Kit for Timbercat™		[illegible]
02984400	Jack Stand for HD Grass Flail		[illegible]
02975647M	Jack Stand for Flail-Axe®		[illegible]
02990399	Jack Stand for Ditcher		[illegible]
33122817	Skid Shoe Extension for 60" Rotary		[illegible]
33123140	Cab Guard for MY2020- 6110M/6120M		[illegible]
02995058	Additional Operator's and Parts Manuals		[illegible]
02982002	Factory Mounting		[illegible]
008898999MC	Extended 1 Year Warranty		[illegible]
Samurai Boom	[illegible]		
04851806	18' Samurai™ Boom for 2wd tractors		[illegible]
04852206	22' Samurai™ Boom for 2wd tractors		[illegible]
04851804	18' Samurai™ Boom for 4wd tractors		[illegible]
04852208	22' Samurai™ Boom for 4wd tractors		[illegible]
04852504	25' Samurai™ Boom for 4wd tractors		[illegible]
04951804	18' Samurai™ Boom for MY2020- 6110M/6120M tractors		[illegible]
04952208	22' Samurai™ Boom for MY2020- 6110M/6120M tractors		[illegible]
04952504	25' Samurai™ Boom for MY2020- 6110M/6120M tractors		[illegible]
	Samurai Heads and Accessories		
02986213SI	50" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
02986212SI	50" Severe Duty Rotary, Blade Pan, Swivel		[illegible]
02986190SI	60" Severe Duty Rotary, Blade Bar, Swivel		[illegible]
02988881	Heavy Duty Grass Flail, Swivel		[illegible]
02987811	Swivel Kit for Heavy Duty Grass Flail		[illegible]
02986251SI	Flail-Axe® Brush Cutter, Swivel		[illegible]
02986252SI	Flail-Axe® Brush Cutter with SHD Cuttershaft, Swivel		[illegible]
02997804	SRD™-50 Mulcher Head		[illegible]
02997808	Hitchport Kit		[illegible]
02988854	Ditcher		[illegible]
02986219	48" Buzzbar® SawHead		[illegible]
02986229	69" Buzzbar® SawHead		[illegible]
02986235	90" Buzzbar® SawHead		[illegible]
02988255	5' Timbercat™ Sickle Limb Cutter		[illegible]
02988256	7' Timbercat™ Sickle Limb Cutter		[illegible]
02989326	Quick Hitch® Kit for Boom and 1 Head		[illegible]
02989327	Quick Hitch® Kit for Additional Head		[illegible]
02984400	Jack Stand for HD Grass Flail		[illegible]
02975647	Jack Stand for Flail-Axe®		[illegible]
02990399	Jack Stand for Ditcher		[illegible]
02986950A	Additional Operator's and Parts Manuals		[illegible]
02985029	Factory Mounting		[illegible]
008898989S	Extended 1 Year Warranty		[illegible]
Alamo Rear Mounted Booms	Alamo Rear Mounted Booms and Accessories - 3pt Hitch Mounted		
04550004	RM165 Boom		[illegible]
04550002	RM180 Boom		[illegible]
	RMB Heads and Accessories		
33121139	48" Rotary, Blade Pan		[illegible]
33120530	60" Rotary, Blade Bar		[illegible]
33120414	48" Flail, Serrated 7 oz Blades (2" Cutting Capacity)		[illegible]
02993801	48" Flail, FR1 Knives (3" Cutting Capacity)		[illegible]
33123212	69" Buzzbar® SawHead, 2 Blade		[illegible]
33120917	Wheel Kit for RM Rotary		[illegible]
33122500	Lift Float Kit		[illegible]
33120321A	Additional Operator's and Parts Manuals		[illegible]
02990993	500# Wheel Weight		[illegible]
33123487	Factory Mounting		[illegible]
33121066	Extended 1 Year Warranty		[illegible]
Terrain King Booms	Terrain King KB1800 & KB2200 Booms, Kubota Tractor Specific		
30004841820	KB1800 Boom for M6 tractors		[illegible]
30004831820	KB1800 Boom for M6S tractors		[illegible]
30004842220	KB2200 Boom for M6 tractors		[illegible]
30004832220	KB2200 Boom for M6S tractors		[illegible]
	KB1800/ 2200 Boom Heads and Accessories		
34802986213	50" Heavy Duty Rotary, Blade Bar, Swivel		[illegible]
34802986212	50" Heavy Duty Rotary, Blade Pan, Swivel		[illegible]
34802986190	60" Heavy Duty Rotary, Blade Bar, Swivel		[illegible]
34802988881	Grass Flail, Swivel		[illegible]
34802986253	Heavy Duty Flail		[illegible]
34802986251	Heavy Duty Flail, Swivel		[illegible]
34802986252	Heavy Duty Flail with Flail King Cuttershaft, 3 oz Knife, Swivel		[illegible]
30002987122	Swivel Kit		[illegible]
30002997804	SRD™-50 Mulcher Head		[illegible]
34802988854	Ditcher		[illegible]
34802986229	69" Saw Head		[illegible]
34802986235	90" Saw Head		[illegible]
33002989326	Quick Hitch® Kit for Boom and 1 Head		[illegible]
33002989327	Quick Hitch® Kit for Additional Head		[illegible]
30802984400	Jack Stand for Grass Flail		[illegible]
30002975647	Jack Stand for Heavy Duty Flail		[illegible]
30802990399	Jack Stand for Ditcher		[illegible]
33002988075A	Additional Operator's and Parts Manuals		[illegible]
30002985029	Factory Mounting		[illegible]
30000889899UM	Extended 1 Year Warranty		[illegible]
	Terrain King KB21 Boom, Kubota Tractor Specific		
30004302100	KB21 Boom		[illegible]
	KB21 Boom Heads and Accessories		
30002990662	60" Heavy Duty Rotary, Blade Bar, Swivel		[illegible]
30002990966	Swivel Kit		[illegible]
34802986253	48" Heavy Duty Flail Axe		[illegible]
34802986252	48" Heavy Duty Grass Flail w/ 3oz Knives, Swivel		[illegible]
34802986229	69" Saw Head		[illegible]
Alamo Industrial	Right Hand Interstater Mower Attachment - Mid Mount, Tractor Specific		
02997494	62" Right Hand Interstater®, 3 oz Knives		[illegible]
02997495	62" Right Hand Interstater®, 4 oz Knives		[illegible]
02997496	74" Right Hand Interstater®, 3 oz Knives		[illegible]
02997004	74" Right Hand Interstater®, 4 oz Knives		[illegible]
02997497	88" Right Hand Interstater®, 3 oz Knives		[illegible]
02997498	88" Right Hand Interstater®, 4 oz Knives		[illegible]
	Accessories for RH Interstater		
803213	Additional Operator's and Parts Manuals		[illegible]
02987302	High Wear Parts Kit		[illegible]
02972609	500# Wheel Weight		[illegible]
801022	Factory Mounting		[illegible]
008898993II	Extended 1 Year Warranty		[illegible]
Alamo Industrial	Dual Wing Interstater - Left & Right Mid Mount w/ Rear Flail Mower, Tractor Specific		
32120305	17' Dual Wing Interstater®, 2 oz Knives, Reverse Rotation		[illegible]
02997499	17' Dual Wing Interstater®, 3 oz Knives		[illegible]
02997500	17' Dual Wing Interstater®, 4 oz Knives		[illegible]
02997502	19' Dual Wing Interstater®, 2 oz Knives, Reverse Rotation		[illegible]
02997147	19' Dual Wing Interstater®, 3 oz Knives		[illegible]
02997501	19' Dual Wing Interstater®, 4 oz Knives		[illegible]
32121098	21' Dual Wing Interstater®, 2 oz Knives, Reverse Rotation		[illegible]
02997503	21' Dual Wing Interstater®, 3 oz Knives		[illegible]
02997504	21' Dual Wing Interstater®, 4 oz Knives		[illegible]
	Accessories for Dual Wing Interstater		
803213	Additional Operator's and Parts Manuals		[illegible]
02987302	High Wear Parts Kit		[illegible]
02972480	Remote Wing Positioner		[illegible]
803399	Factory Mounting		[illegible]
008898990IW	Extended 1 Year Warranty		[illegible]
Alamo Industrial Versa Mower	Alamo Versa Mid Mounted Mower - Requires choice of Mower Arm and Mower Head, Tractor Specific		
	Chose One Arm from the list below:		
04950016	Versa® Mower Arm, Standard Cable, for Cab		[illegible]
04950021	Versa® Mower Arm, Standard Cable, for ROPS		[illegible]
04950031	Versa® Mower Arm, AI Valve, for Cab		[illegible]
04950034	Versa® Mower Arm, AI Valve, for C2 MY2020- 6110M		[illegible]
04950017	Versa® Mower Short Arm, Standard Cable, for Cab		[illegible]
04950022	Versa® Mower Short Arm, Standard Cable, for ROPS		[illegible]
04950035	Versa® Mower Short Arm, Standard Cable, for C2 6105E		[illegible]
04950029	Versa® Mower Short Arm, AI Valve, for Cab		[illegible]
04950025	Versa® Mower Short Arm, AI Valve, for C4 MY2020- 6110M		[illegible]
04950018	Versa® Mower Breakaway Arm, Standard Cable, for Cab		[illegible]
04950023	Versa® Mower Breakaway Arm, Standard Cable, for ROPS		[illegible]
04950028	Versa® Mower Breakaway Arm, AI Valve, for Cab		[illegible]
	Mowing Heads for Versa Arms - Chose One		
02964876	60" Versa® Rotary, Blade Bar		[illegible]
02964878	60" Versa® Rotary, Blade Pan		[illegible]
02973051	60" Versa® Rotary, 1/4 Deck, Blade Bar		[illegible]
02975016	60" Versa® Rotary, 1/4 Deck, Blade Pan		[illegible]
02964884	60" Versa® Breakaway Rotary, Blade Bar		[illegible]
02964886	60" Versa® Breakaway Rotary, Blade Pan		[illegible]
02984154	Linkage Kit		[illegible]
02964880	72" Versa® Rotary, Blade Bar		[illegible]
02964882	72" Versa® Rotary, Blade Pan		[illegible]
02963836	60" Versa® Flail, 3 oz Knives		[illegible]
02968968	60" Versa® Flail, 4 oz Knives		[illegible]
02963837	74" Versa® Flail, 3 oz Knives		[illegible]
02967639	74" Versa® Flail, 4 oz Knives		[illegible]
02997446	74" Versa® Flail, 7 oz Knives		[illegible]
02965130	88" Versa® Flail, 3 oz Knives		[illegible]
02968970	88" Versa® Flail, 4 oz Knives		[illegible]
02957866	Versa® Ditcher for Long Arm		[illegible]
	Accessories for Versa Mower		
02985155	Pump Guard for 5E and 5M		[illegible]
02992688	Pump Guard for TS6 and Farmall-A		[illegible]
02897300	Additional Operator's and Parts Manuals		[illegible]
02972609	500# Wheel Weight		[illegible]
02963045	Factory Mounting		[illegible]
008898993VM	Extended 1 Year Warranty for Rotary		[illegible]
008898989VF	Extended 1 Year Warranty for Flail		[illegible]
Alamo Industrial Switchblade	Alamo Switchblade Sickle Bar Mower - Tractor Specific		
04116007	5' Switch Blade® Sickle Bar		[illegible]
04117207	6' Switch Blade® Sickle Bar		[illegible]
	Accessories for Switchblade Mowers		
02974374	Additional Opperator's and Parts Manuals		[illegible]
02974361	5' Cutterbar		[illegible]
02974373	6' Cutterbar		[illegible]
02987314	High Wear Parts Kit		[illegible]
02985461	Pump Guard for 5E		[illegible]
02983480	Pump Guard for 5065M/5075M and Cab 5090E/5100E		[illegible]
02993352	Pump Guard for 5085M/5090M/5100M/5115M		[illegible]
02997299	Pump Guard for Powerstar and Farmall-C		[illegible]
02990993	500# Wheel Weight		[illegible]
0800000	Factory Mounting		[illegible]
02991505	Extended 1 Year Warranty		[illegible]
Terrain King RH Terrain Master Mower	Right Hand Terrain Master Mower, Mid mounted for Kubota Tractor Specific		
30002997494	62" Right Hand Terrain Master™, 3 oz Knives		[illegible]
30002997495	62" Right Hand Terrain Master™, 4 oz Knives		[illegible]
30002997496	74" Right Hand Terrain Master™, 3 oz Knives		[illegible]
34802997004	74" Right Hand Terrain Master™, 4 oz Knives		[illegible]
SA-30002997497	88" Right Hand Terrain Master™, 3 oz Knives		[illegible]
30002997498	88" Right Hand Terrain Master™, 4 oz Knives		[illegible]
	Accessories for Terrain Master Mowers		
37002990204	Additional Operator's Manual		[illegible]
37002990202	Additional Parts Manual		[illegible]
30002987302	High Wear Parts Kit		[illegible]
30032120388	500# Wheel Weight for Cast Wheels		[illegible]
30032120386	500# Wheel Weight for Pressed Wheels		[illegible]
300801022	Factory Mounting		[illegible]
30000889899RH	Extended 1 Year Warranty		[illegible]
Terrain King Dual Wing Terrain Master Mower	Dual Wing Terrain Master - Left & Right Mid Mount w/ Rear Flail Mower, Kubota Tractor Specific		
30002998506	19' Dual Wing Terrain Master™, 2 oz Knives, Reverse Rotation		[illegible]
34802997146	19' Dual Wing Terrain Master™, 3 oz Knives		[illegible]
30002997624	19' Dual Wing Terrain Master™, 4 oz Knives		[illegible]
30002998273	21' Dual Wing Terrain Master™, 2 oz Knives, Reverse Rotation		[illegible]
30002997810	21' Dual Wing Terrain Master™, 3 oz Knives		[illegible]
30002997811	21' Dual Wing Terrain Master™, 4 oz Knives		[illegible]
	Accessories for Dual Wing Terrain Master Mowers		
37002990204	Additional Operator's Manual		[illegible]
37002990202	Additional Parts Manual		[illegible]
30002987302	High Wear Parts Kit		[illegible]
33002972480	Remote Wing Positioner		[illegible]
300803399	Factory Mounting		[illegible]
30000889899DW	Extended 1 Year Warranty		[illegible]
Terrain King KSM Mower	KSM60 Mower - Kubota Tractor Specific		
	Chose One Arm from the section below:		
31804950026	KSM60 Arm for Cab M5 tractors, Cable		[illegible]
31804950026JS	KSM60 Arm for Cab M5 tractors		[illegible]
30004950032JS	KSM60 Arm for Cab M6S tractors		[illegible]
31804950032JSBA	KSM60 Breakaway Arm for Cab M5 tractors		[illegible]
31804950033	KSM60 Breakaway Arm for Cab M6S tractors		[illegible]
	Mowing Heads for KSM Arms - Chose One		
34802964876	60" KSM60 Rotary, Blade Bar		[illegible]
34802964878	60" KSM60 Rotary, Blade Pan		[illegible]
34802964884	60" KSM60 Breakaway Rotary, Blade Bar		[illegible]
34802964886	60" KSM60 Breakaway Rotary, Blade Pan		[illegible]
	Accessories for KSM Mowers		
30002998502	Pump Guard for M5 Tractors		[illegible]
33002993750A	Additional Operator's and Parts Manuals		[illegible]
30032120388	500# Wheel Weight for Cast Wheels		[illegible]
30032120386	500# Wheel Weight for Pressed Wheels		[illegible]
30002963045	Factory Mounting		[illegible]
30000889899KSM	Extended 1 Year Warranty		[illegible]
Terrain King KSB Sickle Bar Mower	KSB Mowers - Kubota Tractor Specific		
31804116007	KSB5 Sickle Bar		[illegible]
31804117207	KSB6 Sickle Bar		[illegible]
	Accessories for KSB Mower		
33002993751A	Additional Operator's and Parts Manuals		[illegible]
30002974361	5' Cutterbar		[illegible]
30002974373	6' Cutterbar		[illegible]
30002987314	High Wear Parts Kit		[illegible]
30032120388	500# Wheel Weight for Cast Wheels		[illegible]
30032120386	500# Wheel Weight for Pressed Wheels		[illegible]
3000800000	Factory Mounting		[illegible]
30002991505	Extended 1 Year Warranty		[illegible]
Category 4	Golf Equipment		
	Brand Name / Model		Minimum Discount %
Alamo Industrial Flail			
	Alamo Rear SHD Flail Mowers		
SHD74CTRFC	74" SHD Rear Flail, 2 oz Knives, centered		[illegible]
SHD7408OFC	74" SHD Rear Flail, 2 oz Knives, 8.0" offset		[illegible]
SHD7414OFC	74" SHD Rear Flail, 2 oz Knives, 14.0" offset		[illegible]
SHD74CTRCC	74" SHD Rear Flail, 3 oz Knives, centered		[illegible]
SHD7408OCC	74" SHD Rear Flail, 3 oz Knives, 8.0" offset		[illegible]
SHD7414OCC	74" SHD Rear Flail, 3 oz Knives, 14.0" offset		[illegible]
SHD74CTRFS	74" SHD Rear Flail, 4 oz Knives, centered		[illegible]
SHD7408OFS	74" SHD Rear Flail, 4 oz Knives, 8.0" offset		[illegible]
SHD7414OFS	74" SHD Rear Flail, 4 oz Knives, 14.0" offset		[illegible]
SHD88CTRFC	88" SHD Rear Flail, 2 oz Knives, centered		[illegible]
SHD8808SFC	88" SHD Rear Flail, 2 oz Knives, 8.5" offset		[illegible]
SHD8814SFC	88" SHD Rear Flail, 2 oz Knives, 14.5" offset		[illegible]
SHD8820SFC	88" SHD Rear Flail, 2 oz Knives, 20.5" offset		[illegible]
SHD8826SFC	88" SHD Rear Flail, 2 oz Knives, 26.5" offset		[illegible]
SHD88CTRCC	88" SHD Rear Flail, 3 oz Knives, centered		[illegible]
SHD8808SCC	88" SHD Rear Flail, 3 oz Knives, 8.5" offset		[illegible]
SHD8814SCC	88" SHD Rear Flail, 3 oz Knives, 14.5" offset		[illegible]
SHD8820SCC	88" SHD Rear Flail, 3 oz Knives, 20.5" offset		[illegible]
SHD8826SCC	88" SHD Rear Flail, 3 oz Knives, 26.5" offset		[illegible]
SHD88CTRFS	88" SHD Rear Flail, 4 oz Knives, centered		[illegible]
SHD8808SFS	88" SHD Rear Flail, 4 oz Knives, 8.5" offset		[illegible]
SHD8814SFS	88" SHD Rear Flail, 4 oz Knives, 14.5" offset		[illegible]
SHD8820SFS	88" SHD Rear Flail, 4 oz Knives, 20.5" offset		[illegible]
SHD8826SFS	88" SHD Rear Flail, 4 oz Knives, 26.5" offset		[illegible]
SHD96CTRFC	96" SHD Rear Flail, 2 oz Knives, centered		[illegible]
SHD9612SFC	96" SHD Rear Flail, 2 oz Knives, 12.5" offset		[illegible]
SHD9618SFC	96" SHD Rear Flail, 2 oz Knives, 18.5" offset		[illegible]
SA-SHD9624SFC	96" SHD Rear Flail, 2 oz Knives, 24.5" offset		[illegible]
SA-SHD9630SFC	96" SHD Rear Flail, 2 oz Knives, 30.5" offset		[illegible]
SHD96CTRCC	96" SHD Rear Flail, 3 oz Knives, centered		[illegible]
SHD9612SCC	96" SHD Rear Flail, 3 oz Knives, 12.5" offset		[illegible]
SHD9618SCC	96" SHD Rear Flail, 3 oz Knives, 18.5" offset		[illegible]
SHD9624SCC	96" SHD Rear Flail, 3 oz Knives, 24.5" offset		[illegible]

Record for Property for
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Property Type Redacted
Property Address Redacted

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Request for Proposal for
Ground Maintenance Equipment
Issued by the Commonwealth of Virginia
Solicitation Number RFP 61514

AUTHORIZED DEALERS/DISTRIBUTORS BY STATE

Vendor: Alamo Group Texas LLC

Date: 7/31/2024

STATE	Dealer Available Yes/NO	Total Dealers by State	Manufacturer sells Direct to end user YES/NO
ALABAMA	YES	10	YES
ALASKA	YES	1	YES
ARIZONA	YES	1	YES
ARKANSAS	YES	17	YES
CALIFORNIA	YES	9	YES
COLORADO	YES	10	YES
CONNECTICUT	YES	4	YES
DELAWARE	YES	4	YES
FLORIDA	YES	35	YES
GEORGIA	YES	41	YES
HAWAII	YES	8	YES
IDAHO	YES	1	YES
ILLINOIS	YES	14	YES
INDIANA	YES	13	YES
IOWA	YES	4	YES
KANSAS	YES	3	YES
KENTUCKY	YES	22	YES
LOUISANA	YES	28	YES
MAINE	YES	2	YES
MARYLAND	YES	16	YES
MASSACHUSETTS	YES	6	YES
MICHIGAN	YES	8	YES
MINNESOTA	YES	5	YES
MISSISSIPPI	YES	31	YES
MISSOURI	YES	15	YES
MONTANA	YES	1	YES
NEBRASKA	YES	1	YES
NEVADA	YES	1	YES
NEW HAMPSHIRE	YES	3	YES
NEW JERSEY	YES	4	YES
NEW MEXICO	YES	1	YES
NEW YORK	YES	47	YES
NORTH CAROLINA	YES	47	YES
NORTH DAKOTA	YES	3	YES
OHIO	YES	42	YES
OKLAHOMA	YES	21	YES

OREGON	YES	6	YES
PENNSYLVANIA	YES	20	YES
RHODE ISLAND	NO		YES
SOUTH CAROLINA	YES	26	YES
SOUTH DAKOTA	YES	5	YES
TENNESSEE	YES	19	YES
TEXAS	YES	66	YES
UTAH	NO		YES
VERMONT	YES	3	YES
VIRGINIA	YES	23	YES
WASHINGTON	YES	15	YES
WEST VIRGINIA	YES	5	YES
WISCONSIN	YES	10	YES
WYOMING	YES	1	YES