Participating Addendum
25PSX0296

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS" or "Participating Entity"), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and Alamo Group Municipal Mowing Solutions LLC ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor are bound by the terms of National Association of State Procurement Officials ("NASPO") master agreement number 61514, attached as Exhibit 1, entered into between the Contractor and the Commonwealth of Virginia, dated September 25, 2024 (the "Master Agreement") for the purchase of Category 1: Commercial Mowers and Category 2: Tractors and Category 4: Golf Equipment.

2. This Participating Addendum shall be in effect from the date that the Connecticut Attorney General's Office approves it, as evidenced by its signature below (the "Effective Date").

3. The Contractor and DAS are not bound to any modifications to the Master Agreement dated after the date of this Participating Addendum, except by mutual written agreement.

4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement intended to be obligations of the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State are obligations of the Commonwealth of Virginia, said references shall not be interpreted to mean DAS.

5. Order of Precedence:

   A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.

   B. To the extent that any provisions in the Master Agreement and this Contract address the same or substantially the same subject matter, the provisions in this Contract shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are titled the same or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Master Agreement.

C. Unless specifically included in this Contract, all terms listed or referenced in any solicitation documents or in the Contractor's response to any solicitation documents are excluded.

6. The Contractor shall comply with the Connecticut Standard Terms, attached as Exhibit 2. As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.

7. The Contractor shall comply with the Price Schedule, which is attached as Exhibit 3.

8. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.

9. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum. To the extent that this section conflicts with any other section in the Master Agreement or any other section of this Participating Addendum, this section shall govern.

10. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

11. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section 11 collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All

such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Daniel Dion

If to the Contractor:
Alamo Group Municipal Mowing Solutions LLC
1627 East Walnut
Seguin, TX 78155

Attention: Nathan Moczygemba

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in writing to the Client Agency.

12. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum. Client Agencies shall include the references to “Master Agreement No.61514” and “DAS Contract No.25PSX0296” in all Purchase Orders.

Participating Addendum
25PSX0296

The parties are executing this Participating Addendum on the date below their respective signatures.

Alamo Group Municipal Mowing Solutions LLC
By: _____
Printed Name: Keith Forcinito
Title: Date: President 4/20/2026

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Printed Name:
Title: GENE BURK - DIRECTOR OF PROCUREMENT
Date: 04.20.2026

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

By: Jeffrey Zeman Digitally signed by Jeffrey Zeman Date: 2026.04.21 13:11:39 -04'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
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

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

General Provisions

19. Insurance

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

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

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

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

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

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

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

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

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

20. Records Administration and Audit

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

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

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

21. Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

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

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

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

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

22. Public Information

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

23. Assignment/Subcontracts

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

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

24. Changes in Contractor Representation

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

25. Independent Contractor

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

26. Cancellation

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

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

27. Force Majeure

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

28. Defaults and Remedies

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

(1) Nonperformance of contractual requirements; or

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

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

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

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

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

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

(1) Exercise any remedy provided by law; and

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

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

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

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

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

29. Waiver of Breach

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

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

30. Debarment

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

31. Indemnification

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

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

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

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

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

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

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

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

32. No Waiver of Sovereign Immunity

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

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

33. Governing Law and Venue

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

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

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

34. Assignment of Antitrust Rights

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

35. Contract Provisions for Orders Utilizing Federal Funds

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

36. <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: _____

RFP 61514, Attachment O

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

RFP 61514, Attachment P

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

Exhibit 2
Connecticut Standard Terms

1. Definitions

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

f. Contractor Parties

Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to

Perform under this Contract in any capacity.

g. Deliverable

Each (1) Good, Service or fulfilment of Performance; and (2) warranty of a Deliverable(s) that is listed in a pricing schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

h. Environmentally Preferable

"Environmentally Preferable" has the same meaning as provided in Conn. Gen. Stat. § 4a-67h, as it may be amended.

i. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

j. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

k. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

l. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

m. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

n. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

o. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

p. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

q. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

r. Term

The original term of this Contract plus any extensions exercised under this Contract.

s. Termination

An end to this Contract prior to the end of its Term.

t. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Whistleblower Provision

This Contract may be subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

4. Data: Access and Ownership

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

5. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

7. Audit and Inspection of Plants, Places of Business and Records

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

8. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice

9. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

10. Executive Orders and Other Enactments

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland

promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Non-Discrimination

a. For purposes of this Section, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and “contract” include any extension or modification of the Contract or contract;
3. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor(1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability ; and
10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to,

matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract , (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3),or (4).

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in

every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. Pursuant to subsection (c) of section 4a-60 a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

12. Health Insurance Portability and Accountability Act of 1996

a. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

c. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

d. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.

e. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

f. Definitions

1. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
2. "Business Associate" shall mean the Contractor.
3. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this

Contract.

4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

5. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5).
6. "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
8. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
9. "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
11. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
12. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
13. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
15. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

g. Obligations and Activities of Business Associates.

1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.

3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

6. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to

such information.

7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.

9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

11. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

14. In the event that an individual requests that the Business Associate

    A. restrict disclosures of PHI;
    B. provide an accounting of disclosures of the individual's PHI;
    C. provide a copy of the individual's PHI in an electronic health record; or
    D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.

15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

    A. The written approval of the covered entity, unless receipt of remuneration in exchange for

PHI is expressly authorized by this Contract and

B. The valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

16. Obligations in the Event of a Breach.

A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Website and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

h. Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions

Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions

A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. Obligations of Covered Entity.

1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

j. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if

done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

k. Term and Termination.

1. Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

   A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
   B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
   C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

   A. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This Section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

l. Miscellaneous Sections.

1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.

3. Survival. The respective rights and obligations of Business Associate shall survive the

termination of this Contract.

4. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

5. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

6. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

7. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

13. Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State

contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

15. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

16. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

17. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

18. Risk of Loss

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices; and

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

21. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; (2) Title 4a, Chapter 58 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

l. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

m. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

n. none owes unemployment compensation contributions;

o. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

p. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

q. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

r. each either owns or has the authority to use all the Deliverables;

s. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

t. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

u. if any party shall procure any Deliverables, they shall sublicense such Deliverables and the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

v. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency

22. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

23. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

24. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time

uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), then the Contractor, represents and warrants for itself and the Contractor Parties, that:

a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

b. each such motor vehicle shall be fully insured in accordance with the provisions of sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

25. Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

    1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of

Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b

26. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

27. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

28. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

29. Americans with Disabilities Act

Contractor represents that it and Contractor's Performance complies, and during the Term, shall comply with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101 et seq, and with all other applicable federal and State laws concerning accessibility and nondiscrimination on the basis of disability. Failure of Contractor to satisfy this standard either now or during the Term constitutes a material breach of the Contract and entitles the State to exercise all remedies available under the Contract, the law and in equity. Contractor shall indemnify, defend and hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

30. Environmentally Preferable Products

a. If Contractor is providing Environmentally Preferable products (EPP) under this Contract, then, as to those products only, the Contractor shall throughout the Term: (1) maintain those Deliverables in continuous compliance with applicable EPP standards or guidelines as identified in the Solicitation and in Exhibit A, Deliverables; (2). use products that are energy-efficient, water-efficient, recycled-content, recyclable, biodegradable, low-toxicity, avoid known health risks, conserve natural resources, or are otherwise environmentally preferable, as applicable; and (3) minimize environmental impacts associated with packaging, transportation, use and disposal.

b. No later than 10 Business Days after receiving the State's written request, Contractor shall deliver documentation validating that products represented as EPP comply with EPP standards, which documentation may include manufacturer certifications or product specifications. The State shall review the documentation and notify the Contractor whether it has or has not approved the form and content of such documentation validating EPP compliance. If the State determines not to approve the documentation, then the State shall in its notification to Contractor, explain the deficiencies in the documentation and identify the modifications or additions to the documentation that are necessary for the State to approve the documentation. The process of delivery by the Contractor and review by the State of the documentation continues until the State approves the documentation.

31. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ Name of Former State Agency _____ Termination Date of Employment

25PSX0296- GROUND MAINTENANCE EQUIPMENT
ALAMO GROUP MUNICIPAL MOWING SOLUTIONS LLC
EXHIBIT 3- PRICING SCHEDULE

Category 1- Commercial Mowers

Item #	Brand Name / Model		Minimum Discount % Off MSRP
	Alamo TRAXX™ RC28™ & Accessories		
04772830	Alamo TRAXX™ RC28™		15%
32122879C	Additional Operator's and Parts Manuals		15%
32120925	Additional Fuel Reservoir		15%
32121127	High Wear Kit		15%
32121120	Spare Blade		15%
	Alamo TRAXX™ RC75™ & Attachments		
04777502	Alamo TRAXX™ RC75™		15%
32123254	63" Brush and Sapling Flail		15%
32123826	75" Heavy Duty Grass Flail		15%
32120791	63" Mulcher with Push Bar		15%
32123610	63" Fixed-Tooth Forestry Flail with Push Bar		15%
32121159	Front Bucket		15%
32120358	Additional Operator's and Parts Manuals		15%
4008085	Tow Hitch		15%
4008409	Rear Bumper Guard		15%
32120792	Supper Rubber Tracks		15%
32121189	Steel Cleats		15%
4500264	Spike Kit		15%
4008086	LED Lighting Kit		15%
00889899RC	Extended 1 Year Warranty		15%
	Alamo Falcon Rotary Mower & Attachments		
04532210	10' Falcon™ Flex-Wing		15%
02986580	*5 Foam Filled Used Airplane Tire and Wheels*		15%
04522715	15' Falcon™ Flex-Wing		15%
02986581	*6 Foam Filled Used Airplane Tire and Wheels*		15%
02991066	Winch and Stand		15%
00769178	2-5/16" Ball Hitch		15%
00773869SP	Pintle Hitch Kit (Requires Tractor Drawbar Modification)		15%
00774802	Additional Wheel Kit		15%
00786015	Additional Wheels Kit		15%
00786014	*Foam Filled Used Airplane Tire and Wheel*		15%
02985378	Additional Operator's and Parts Manuals		15%
00889899F3	Extended 1 Year Warranty		15%
00751565	Universal Falcon Mount Kit (Requires Modification)		15%
02983169	Falcon Mount Kit for 5E		15%
02993414	Falcon Mount Kit for 5M		15%
02994567	Falcon Mount Kit for 6E/6M/6D/6R		15%
32121442	Falcon Mount Kit for M5		15%
32121587	Falcon Mount Kit for M6S		15%
02999691	Falcon Mount Kit for M6		15%
02993071	Falcon Mount Kit for TS6 and Farmall-A		15%
02997816	Falcon Mount Kit for T6 and Maxxum		15%
	Tiger- Wildkat		
AR - 12	Mid-mount Side Shift Mower - 3OS Stow		15%
ARRT-60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
ARRT-60D	60" Rotary Head with Disk/Grass Knives & Hydraulic Door		15%
ARFL-75SD	75" Flail Head with Standard Cut Knives		15%
ARFL-75SDG	75" Flail Head with Smooth Cut Knives		15%
W-JSTK	Joystick, Electro-hydraulic and Valve Kit with EFS (Easy Float System)		15%
Factory Mount	Installation of complete mower system		15%
Field Mount	Installation of complete mower system		15%
	Wheel Weight - up charge 500 to 1300 lbs of counter balance.		15%
AXSTAB HYD	Cylinder Axle Stabilizer Kit - Verify tractor model		15%
AXSTAB TIMBREN	Timbren Axle Stabilizer Kit - Verify Tractor Model		15%
P GUARD	Pump Guard		15%
P/G GUARD	Pump/Grille Guard		15%
06200670	60" Blade Bar Kit (bar,knives,bolts,nuts) BRUSH		15%
06744040	60" Rotary Blade Bar Parts Kit (knives,bolts,nuts,filter,grease) BRUSH		15%
06744001	60" Rotary Disk Parts Kit (knives,bolts,nuts,filter,grease) GRASS		15%
BPS-WLDK	Electronic Boom Positioning System		15%
06744055	Knive Kit, 75" Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744056	Knive Kit, 75" Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
RF-90SDHSS	Flail, Rear Mount 90", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-90SDGHSS	Flail, Rear Mount 90", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-96SDHSS	Flail, Rear Mount 96", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-96SDGHSS	Flail, Rear Mount 96", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-90SDHDHSS	Flail, Rear Mount 90", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-90SDGHDHSS	Flail, Rear Mount 90", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%

RF-96SDHDHSS	Flail, Rear Mount 96", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-96SDGHDHSS	Flail, Rear Mount 96", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
	SIDE ROTARY MOWER		
SMR-EDBT4	Mid-mount Side Rotary Mower		15%
TSR-60EDH	Rotary, Side, 60", Domed Top Cutter Head		15%
TM-60EDH	Rotary, Side, 60", Flat Top Cutter Head		15%
TM-72EDH	Rotary, Side, 72", Flat Top Cutter Head		15%
RC60	Rear Chains, 60"		15%
RR60	Rear Rubber Flap, 60"		15%
RC72	Rear Chains, 72"		15%
RR72	Rear Rubber Flap, 72"		15%
H KIT-2	Hydraulic Hose Kit to Tractor Remotes		15%
P GUARD	Valve, 2 spool, stand, hoses and cable control		15%
3SPV-R	Valve, 3 spool, stand, hoses and cable control (For Twin Rotary)		15%
Factory Mount	Installation of complete mower system		15%
Field Mount	Installation of complete mower system		15%
Caster-S	Side mower caster wheel assembly		15%
06744017	TSR-60" Rotary Parts Kit (knives,bolts,nuts,filter,grease)		15%
06744010	TM-60" Rotary Parts Kit (knives,bolts,nuts,filter,grease)		15%
06744018	TM-72" Rotary Parts Kit (knives,bolts,nuts,filter,grease)		15%
06770131	Kit, Deck Extension - TSR60 - 2.0" (extensions & hardware)		15%
06770015	Kit, Deck Extension - TM72 - 2.50" (extensions & hardware)		15%
Tiltkit	Mower Tilt Stop Switch		15%
TMR-EDBT4	Mid-mount Side Rotary Mower & 3 PT Offset Rear		15%
RMR-A	Rear Mount- Cat.II 3 PT mounting, Twin Pump Hydraulic System, Mower Hydraulic Cooling System,Tilt Cylinder, Travel Safety Lock		15%
TSRR-A	Rotary, Rear 60", Domed Top Cutter Head		15%
TMR-A	Rotary, Rear 60", Flat Top Cutter Head		15%
	SIDE FLAIL - SUPER DUTY		
SMF-SDB	Mid-mount Side Flail Mower with Hydraulic Combo Lift & Tilt system		15%
TSF-63SD	Flail, Side, 63" Cutter Head, STANDARD CUT		15%
TSF-63SDG	Flail, Side, 63" Cutter Head, SMOOTH CUT		15%
TSF-75SD	Flail, Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75SDG	Flail, Side, 75" Cutter Head, SMOOTH CUT		15%
2SPV-F	Valve, 2 spool, stand, hoses and cable control		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200129	Deflector Shield 63" SDC		15%
06200220	Deflector Shield 75" SDC		15%
06744053	Knive Kit, 63" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744054	Knive Kit, 63" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744055	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744056	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
Tiltkit	Mower Tilt Stop Switch		15%
	TRIPLE FLAIL - SUPER DUTY		
T3F-SDB110	Flail Mower - 110" Rear Flail (STANDARD CUT)		15%
T3F-SDBG110	Flail Mower - 110" Rear Flail (SMOOTH CUT)		15%
TSF-63RSD	Flail, RH Side, 63" Cutter Head, STANDARD CUT		15%
TSF-63RSDG	Flail, RH Side, 63" Cutter Head, SMOOTH CUT		15%
TSF-75RSD	Flail, RH Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75RSDG	Flail, RH Side, 75" Cutter Head, SMOOTH CUT		15%
TSF-63LSD	Flail, LH Side, 63" Cutter Head, STANDARD CUT		15%
TSF-63LSDG	Flail, LH Side, 63" Cutter Head, SMOOTH CUT		15%
TSF-75LSD	Flail, LH Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75LSDG	Flail, LH Side, 75" Cutter Head, SMOOTH CUT		15%
Tiltkit	Mower Tilt Stop Switch		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200129	Deflector Shield 63" SDC		15%
06200220	Deflector Shield 75" SDC		15%
	Deflector Shield 110" SDC		15%
06744053	Knive Kit, 63" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744054	Knive Kit, 63" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744055	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744056	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744082	Knive Kit, 110" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744084	Knive Kit, 110" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
	SIDE FLAIL - EXTREME DUTY		
SMF-EDBAT4	Mid-mount Side Flail Mower		15%
TSF-60ED	Flail, Side, 60" Cutter Head, STANDARD CUT		15%
TSF-60EDG	Flail, Side, 60" Cutter Head, SMOOTH CUT		15%
TSF-75ED	Flail, Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75EDG	Flail, Side, 75" Cutter Head, SMOOTH CUT		15%
TSF-90ED	Flail, Side, 90" Cutter Head, STANDARD CUT		15%
TSF-90EDG	Flail, Side, 90" Cutter Head, SMOOTH CUT		15%
H KIT	Hydraulic Hose Kit to Tractor Remotes		15%
2 SPV-F	Valve, 2 spool, stand, hoses and cable control		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200218	Deflector Shield 60"		15%
06200072	Deflector Shield 75"		15%

06200082	Deflector Shield 90"		15%
06744070	Knive Kit 60" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744071	Knive Kit 60" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34108	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744072	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34107	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744073	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
Tiltkit	Mower Tilt Stop Switch		15%
	TRIPLE FLAIL - EXTREME DUTY		
T3F-HEBT4	Extreme Duty Triple Flail system - 110" Rear Flail (Standard Cut)		15%
T3F-HEBT4	Extreme Duty Triple Flail system - 110" Rear Flail (Smooth Cut)		15%
TSF-75RED	Flail, RH Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75REDG	Flail, RH Side, 75" Cutter Head, SMOOTH CUT		15%
TSF-90RED	Flail, RH Side, 90" Cutter Head, STANDARD CUT		15%
TSF-90REDG	Flail, RH Side, 90" Cutter Head, SMOOTH CUT		15%
TSF-75LED	Flail, LH Side, 75" Cutter Head, STANDARD CUT		15%
TSF-75LEDG	Flail, LH Side, 75" Cutter Head, SMOOTH CUT		15%
TSF-90LED	Flail, LH Side, 90" Cutter Head, STANDARD CUT		15%
TSF-90LEDG	Flail, LH Side, 90" Cutter Head, SMOOTH CUT		15%
Factory Mount	Installation of complete Triple Mower system		15%
Field Mount	Installation of complete Triple Mower system		15%
Tiltkit	Mower Tilt Stop Switch		15%
TF3049	Caster Wheel, Per Pair, Rear Flail		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200072	Deflector Shield 75"		15%
06200082	Deflector Shield 90"		15%
	Deflector Shield 110"		15%
34108	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744072	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34107	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744073	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744078	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744080	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
	TRIPLE PULL FLAIL - EXTREME DUTY		
TPF-225	Trailer Mounted, Complete Hyd driven ED Triple Flail system - Qty 2 of 75" Side Flails, Qty 1 of 90" Rear Flail		15%
TPF-255	Trailer Mounted, Complete Hyd driven ED Triple Flail system - Qty 2 of 90" Side Flails, Qty 1 of 90" Rear Flail		15%
Adapt Kit	Adaptor Kit for 45 degree shield application (3 shields)		15%
Deflect Kit 75	Deflector Shield 75" (2 shields)		15%
Deflect Kit 90	Deflector Shield 90" (2 shields)		15%
06200082	Rear Deflector Shield 90"		15%
34108	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744072	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34107	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744073	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
	DITCHER ATTACHMENT KIT		
DA22-SMD	Mid-mount Side Ditcher for Tier 4 mount systems		15%
Conkit 2SPV	Convert 2 spool valve to 3 spool valve (if 2 spool on machine)		15%
3SPV-R	Valve, 3 spool, stand/hoses/controls (if rear remotes on machine)		15%
06200121	Ditcher Rotation Conversion Kit		15%
	DITCHER HEAD KIT - BENGAL		
DA22-BPV	Ditcher- Boom - Primary(inner) boom arm mount w/Brake Valve		15%
DA22-BSECV-SR	Ditcher - Std Rotation - Secondary boom mount w/ Brake Valve.		15%
DA22-BSECV-RR	Ditcher-Reverse Rotation- Secondary boom arm w/ Brake Valve.		15%
06200121	Ditcher Rotation Conversion Kit		15%
06100438	Linkage, Dog Leg required for Bengal Boom Flail Head		15%
	DITCHER HEAD KIT - SABER		
DA22-SSEC-SR	Ditcher - Std Rotation - Secondary boom arm mount system.		15%
DA22-SSEC-RR	Ditcher - Reverse Rotation - Secondary boom arm mount system.		15%
	REAR BOOM FLAIL MOWERS		
RBF-130BASE	Rear Boom unit with 13' 9" Reach w/ 37"		15%
RBF-150BASE	Rear Boom unit with 15' 5" Reach w/37"		15%
RBF-190BASE	Rear Boom unit with 18' 8" Reach		15%
RBF-37HG	37" Flail Cutter Head with Universal Knives		15%
RBF-37HB	37" Flail Cutter Head with Heavy Brush Knives		15%
RBF-50HG	50" Flail Cutter Head with Universal Knives		15%
06744063	Knive Kit for 37" UNIVERSAL (knives,collar,spacers,bolts,nuts,washers)		15%
06744064	Knive Kit for 37" BRUSH (knives,collar,bolts,nuts,washers)		15%
06744065	Knive Kit for 50" UNIVERSAL (knives,collar,spacers,bolts,nuts,washers)		15%
	ATTACHMENTS		
	CLAW - ROAD SHOULDER REPAIR		15%
06101804	Right Hand Mount - Hydraulic Positioning		15%
06101748	Universal Right & Left Hand Mount - Hydraulic Positioning		15%
34739	Claw Gang Assembly Only (frame & discs)		15%
	FIRE SUPPRESSION KIT		
FIRESP-C	Fire Suppression Kit - 3 Pt Attachment		15%
	SAW BLADE		
06200562	Saw blade-48" diameter Blade kit For 50" Bengal Rotary Deck Only		15%

06200561	Saw blade-48" diameter Blade kit For 50" Saber 25' - Rotary Deck Only.		15%
34704	Rivet Removal Tool		15%
34705	Sharpening Tool		15%
06200616	Carbide replacement tip, set of 10 (Require silver solder to fasten to teeth)		15%
06200615	Teeth, extra set 30 pcs (rivets included)		15%
	EXCAVATOR HEADS		
ML36-EXCCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-EXCRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%
	TIGER GRADALL HEADS		
TGGRAD-RT	50" Rotary Head with Blade Bar/manual door for Gradall Excavator		15%
TGGRAD-FL-MBG	50" Flail Head with MBG Brush knives for Gradall Excavator		15%
TGGRAD-FL-HD	50" Flail Head with HD Brush knives for Gradall Excavator		15%
	TIGER JCB HYDRADIG HEADS		
TGJCB-RT	50" Rotary Head with Blade Bar/manual door for JCB Hydradig		15%
TGJCB-FL-MBG	50" Flail Head with MBG Brush knives for JCB Hydradig		15%
TGJCB-FL-HD	50" Flail Head with HD Brush knives for JCB Hydradig		15%
ML36-JCBCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-JCBRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%
	BOOM MOUNT SWEEPER		
TBS-60C	Boom Sweeper, 60" for secondary boom arm. Brush constructed of 50% Poly & 50% Steel		15%
	WETCUT		
WC-B50	50" Spray Head Assembly		15%
WC-B60	60" Spray Head Assembly		15%
WC-B63	63" Spray Head Assembly		15%
WC-SM72	72" Spray Head Assembly		15%
WC-SM75	75 " Spray Head Assembly		15%
WC-SM90	90" Spray Head Assembly		15%
WC-RM60	60" Head		15%
WC-RM75	75 " Head		15%
WC-RM90	90" Head		15%
WC-RM96	96" Head		15%
WC-RM102	102" Head		15%
Manual	Manual On/Off switch system, pump, valve, filter, gauge		15%
AutoP24	Automatic Rate Controller, GPS Speed Sensor, 12V Diaphragm pump, Pressure Sensor		15%
WC-P50	50-gallon poly tank, Category II 3 Point - Rear Tank		15%
WC-P100	100-gallon poly tank, Category II 3 Point - Rear Tank		15%
WC-P150	150-gallon poly tank, Category II 3 Point - Rear Tank		15%
WC-F50	50-gallon poly tank - Front Mounted Tank		15%
	BOOM MOUNT SNOW PANTHER		
TSB-55H	55" Snow Panther® for Boom Mower		15%
06100615	Dogleg Kit, Flail Heads		15%
06103017	Dogleg Kit, Rotary & Mulcher Heads		15%
	SWEEPER ~ SNOW PLOW		
PF-FATT	Push Frame to attach front mounted attachments to existing Tiger Mid-Mount Frames		15%
TSP-PF	Front Plow Push Frame & Lift Assembly/Rails to rear axles/hoses from rear remotes to front bulkhead		15%
THS-96C	Sweeper, 8'. Brush constructed of 50% Poly & 50% Steel		15%
TSP-10C	Plow, 10' Front Snow Plow for attaching to Tiger mounting kit - Hydraulic hoses to bulkhead included		15%
SBALLVLV	Sweeper Ball valve kit		15%
SP-LIFT KIT	Snow Plow Lift Arm & Cylinder Kit		15%
2SPV-THS	Valve, 2 spool, stand, hoses and cable control		15%
TSP-Rshield	Moldboard Top Rubber Shield		15%
TSP-Sshield	Moldboard Top Steel Shield		15%
	Additional Options for Tiger Equipment		
	No tire ballast for factory mounted boom mowers - DEDUCT NET		15%
	Biodegradable Hydraulic Oil (Price per Gallon-Factory Install Only)		15%
	Grill Guard w/Pump Guard		15%
	Hydraulic Reservoir Cap Lock		15%
06770019	Hyd QD kit for heads, full kit, req to remove 1 head from secondary boom		15%
06770080	Hyd QD kit for heads, 1/2 kit req for 2nd head installation		15%
	Bulkhead Kits are a factory installed option only		15%
06200768	Hyd QD bulkhead, full kit, req to remove boom attachment from tractor		15%
	Hyd QD bulkhead, 1/2 kit, req to install 2nd mower attachment to tractor		15%
06770108	Kit, Deck Extension, RT50 Rotary - 1.0" (extensions, rear flap, hardware)		15%
06770115	Kit, Deck Extension, RT50 Rotary - 2.0" (extensions, rear flap, hardware)		15%
06770114	Kit, Deck Extension, RT60 Rotary - 1.0" (extensions, rear flap, hardware)		15%
06770115	Kit, Deck Extension, RT60 Rotary - 2.0" (extensions, rear flap, hardware)		15%
	Lexan Operator Protective Screen (ROPS - Frame/Lexan)		15%
	Lexan Replacement Window (CAB - Tractor Lexan)		15%
06700214	Light Bar Kit for Tractors		15%
06700251	Mulcher Case Drain Ball Valve for Oil Tank		15%
MUL-KIT	Mulcher Case Drain Kit (Ball valve, fittings, hoses to end of boom)		15%
06700250	Mulcher - Rear Chain Guard Kit		15%
06700252	Mulcher - Rear Rubber Flap Guard Kit		15%
	Pump Guard		15%
06200964	SCV Splitter Valve Kit		15%
	SCV Kit for adding additional SCV ports (each port)		15%
06520415	Slip Clutch Driveline		15%

06200392	Torque Wrench Kit for Rotary (1000 ft Pound Tool)		15%
06200393	Torque Wrench Kit for Rotary (2000 ft Pound Tool)		15%
	Wheel Weight - 400 lb.Steel Outboard Design		15%
	Wheel Weight - 500 lb.		15%
	Wheel Weight - 850 lb. Cast Outboard Design		15%
	Wheel Weight, 1300 lbs (30" min. rim)		15%
	Wheel Weight, 1700 lbs (34" min. rim)		15%
	Wheel Weight, 3400 lbs (38" min. rim)		15%
	Mounting, Custom* (In addition to standard mounting charge)		15%
	Dealer PDI (prep,delivery,installation) Hourly Rate		15%
	WARRANTY OPTIONS		
	Tiger Product Extended Warranty - 1 year - $250 Deductible/Visit per Std Warranty Policy 6.5% of Net Sale		
	Tiger Product Extended Warranty - 2 year - $250 Deductible/Visit per Std Warranty Policy 12.0% of Net Sale		
	Tiger Product Extended Warranty - add 3% additional per year after 2 years.		
	MULTIHOG BOOM MOWER		
MH-Base	Front Boom Base unit without head for MH/MX/MXC Models		15%
MH-37HG	37" Flail Cutter Head with Grass/Light Brush Knives		15%
MH-37HB	37" Flail Cutter Head with Medium/Heavy Brush Knives		15%
	MULTIHOG FRONT FLAIL MOWERS		
MH-75CX-HYD	Front Mount Flail - 75" - Standard Knive - Hydraulic Drive - CX Model		15%
MH-90CX-HYD	Front Mount Flail - 90" - Standard Knive - Hydraulic Drive - CX Model		15%
MH-75MHMC-HYD	Front Mount Flail - 75" - Standard Knive - Hydraulic Drive - MH/MX/MXC Model		15%
MH-90MHMC-HYD	Front Mount Flail - 90" - Standard Knive - Hydraulic Drive - MH/MX/MXC Model		15%
06744055	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) Standard Knive		15%
06744057	Knive Kit, 90" SD Flail (knives,bolts,nuts,clevis) Standard Knive		15%
	TRUCKAT		
TRKT-BB22	Bengal Series 22' Boom Mower mounted on Dual Steer Truck		15%
	ROTARY		
TCK50D	50" Rotary head with Disk & Hydraulic Door		15%
TCK50B	50" Rotary Head with Blade Bar & Hydraulic Door		15%
TCK50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door		15%
TCK50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door		15%
TCK60B	60" Rotary Head with Blade Bar & Hydraulic Door		15%
TCK60B-SW	TCK60B-SW, 60" Rotary Swivel Head, Blade Bar/Brush Knives/Hyd Door - BB-22/24 ONLY)		15%
	FLAIL		
TCKFL50LBG	50" Flail Head with Light Brush/Grass Knives (LBG)		15%
TCKFL50MBG	50" Flail Head with Medium Brush/Grass Knives (MBG)		15%
TCKFL50HDB	50" Flail Head with Heavy Duty Brush Knives (HDB)		15%
TCK63FLG	63" Flail Head with Grass Knives		15%
	MULCHER		
ML36-BNGCHN	ML36-BNGCHN		15%
ML36-BNGRUB	ML36-BNGRUB		15%
Hitch	Trailer Hitch - Class III - Includes wiring		15%
06100615	Dogleg Kit, Flail Heads		15%
06103017	Dogleg Kit, Rotary & Mulcher Heads		15%
06200511	Light Bar - Directional		15%
06201228	Tool Box		15%
06520670	Front Tire/Wheel Loose		15%
06520671	Rear Tire/Wheel Loose		15%
06200802	Camera/monitor for outside truck viewing		15%
FireKat	25 Gallon Water Tank with hose/reel,nozzle/pump		15%
	ENGINE WHEEL LOADER BOOM MOWER		
WHLDR RHBB-19	Bengal 19 Boom Mower for Wheel Loader Quick Attach system.		15%
WHLDR RHBB-24	Bengal 24 Boom Mower for Wheel Loader Quick Attach system.		15%
WHLDR RHBB-25	Bengal 25 Boom Mower for Wheel Loader Quick Attach system.		15%
WHLDR LHBB-19	Bengal 19 Boom Mower for Wheel Loader Quick Attach system.		15%
WHLDR LHBB-24	Bengal 24 Boom Mower for Wheel Loader Quick Attach system.		15%
WHLDR LHBB-25	Bengal 25 Boom Mower for Wheel Loader Quick Attach system.		15%
	ROTARY		
WhRT50D	50" Rotary head with Disk & Hydraulic Door		15%
WhRT50B	50" Rotary Head with Blade Bar & Hydraulic Door		15%
WhRT60B	60" Rotary Head with Blade Bar & Hydraulic Door		15%
WhRT50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door		15%
WhRT50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door		15%
WhRT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives/Hyd Door - BB-22/24 ONLY)		15%
	FLAIL		
WhFL50LBG	50" Flail Head with Light Brush/Grass Knives		15%
WhFL50MBG	50" Flail Head with Medium Brush/Grass Knives		15%
WhFL50HDB	50" Flail Head with Heavy Duty Brush Knives		15%
WhFL63LG	63" Flail Head with Grass Knives		15%
	MULCHER		
ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chains		15%
ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flaps		15%
Hooks	QA Hooks for Wheel Loader adaptor device-specify model		15%
	(call for specific adaptor model pricing)		15%
Mount/Weld	Field Installation of QA Hooks (welded to plate on mower system)		15%
Loader Mount	Installation of complete mower system by Dealer		15%

35018	Counterweight Sections (72 lbs each - max 25 for space provided)		15%
	RM165-RM185 REAR BOOM MOWERS		
04550004	Rear-mounted boom mower with a reach of 16' feet		15%
04550002	Rear-mounted boom mower with a reach of 18' feet		15%
32121139	48" Rotary, Blade Pan		15%
32120530	60" Rotary, Blade Bar		15%
32120414	48" Flail, Serrated 7 oz Blades (2" Cutting Capacity)		15%
02999801	48" Flail, F91 Knives (2" Cutting Capacity)		15%
32123213	69" Buzzbar® Saw Head, 3 Blade		15%
32120917	Wheel Kit for RM Rotary		15%
32123487	Factory mounting		15%
32121066	Extended Warranty 1 addit. year for a total of 2 years		15%
Category 2- Tractors			
	Brand Name / Model		**Minimum Discount % Off MSRP**
Mantis	Mantis Prime Mover and Attachments		
MTS155BF	Mantis, 155 horsepower, Base Hydraulics, Fixed Cab		8%
MTS155BR	Mantis, 155 horsepower, Base Hydraulics, Rotating Cab		8%
MTS155FF	Mantis, 155 horsepower, Front Hydraulics, Fixed Cab		8%
MTS155FR	Mantis, 155 horsepower, Front Hydraulics, Rotating Cab		8%
MTS201FF	Mantis, 201 horsepower, Front Hydraulics, Fixed Cab		8%
MTS201FR	Mantis, 201 horsepower, Front Hydraulics, Rotating Cab		8%
MTS201PF	Mantis, 201 horsepower, Premium Hydraulics, Fixed Cab		8%
MTS201PR	Mantis, 201 horsepower, Premium Hydraulics, Rotating Cab		8%
Tire Options			
32119065	BKT 500/50-22.5 16PR FLOTATION 648		8%
32119066	MITAS 560/45R22.5 AGRITERRA 02	Standard	0
Cab Options			
32124124	Cab Mounted LED Light Bar		8%
32119068	Steel Tool Boxes - Left & Right mounted		8%
5A	Fixed Cab 1/2" Front Lexan Window, Factory Installed		8%
Front Options - Must Chose 1			
32119108	Front Cover Plate	Standard	0%
32119071	Front 3 PT Hitch with 2 SCV (not available on 155B)		8%
32119070	Front 3 PT Hitch w/ 2 SCV & Skid Steer Hitch (not available on 155B)		8%
32119069	Front 3 PT Hitch w/ 2 SCV & 1000 RPM PTO (201P only)		8%
32119118	Front 3 Pt Hitch w/ 2 SCV & 1000 RPM PTO & Skid Steer Hitch (201P only)		8%
Rear Options			
32119067	Rear Drawbar		8%
32119072	2 SCV & 1000 RPM PTO & rear draw bar (201P only)		8%
Mower Attachments			
04157024	24' Telescoping Boom		8%
04157030	30' Telescoping Boom		8%
5A	21' Triple Flail Mowers - Available December 2024		8%
Boom Mowing Heads			
32115112	50" Severe Duty Rotary, Blade Bar, Swivel		8%
32115113	50" Severe Duty Rotary, Blade Pan, Swivel		8%
32115114	60" Severe Duty Rotary, Blade Bar, Swivel		8%
32115117	Heavy Duty Grass Flail, Swivel		8%
32115124	Flail-Axe® Brush Cutter, Swivel		8%
02997804	SRD™-50 Mulcher Head		8%
02997809	*Hitchpost Kit*		8%
32115127	22" Ditch Renovator		8%
32115129	69" Buzzbar® Saw Head		8%
32115130	90" Buzzbar® Saw Head		8%
02996743	Quick Hitch® Kit for Boom		8%
32121500	Quick Hitch® Kit for Rotary		8%
02997330	Quick Hitch® Kit for HD Grass Flail		8%
02996746	Quick Hitch® Kit for Flail-Axe®		8%
32122109	Quick Hitch® Kit for Mulching Head		8%
02996747	Quick Hitch® Kit for Ditcher		8%
02996745	Quick Hitch® Kit for Buzzbar®		8%
Alamo Industrial	**Roadside Mowing Attachments and Accessories for Tractors**		
Alamo Maverick Boom	Alamo Maverick Boom and Attachments - **Tractor Specific Mount Kit included with Boom Mower**		
04802440	24' Maverick™ 2 Boom		15%
04802415	24' Maverick™ 2 Boom for 6M 105 and 6110M post MY2020 tractors		15%
04802413	24' Maverick™ 2 Boom for TS6, T6, Farmall-A, and Maxxum tractors		15%
04802414	24' Maverick™ 2 Boom for TS6.110 and Farmall 110A pre MY2020 tractors		15%
04802840	28' Maverick™ 2 Boom (Non-Telescopic)		15%
04802841	28' Maverick™ 2 Boom (Non-Telescopic) for TS6, T6, Farmall-A, and Maxxum tractors		15%
04803040	30' Maverick™ 2 Boom		15%
04803033	30' Maverick™ 2 Boom for TS6, T6, Farmall-A, and Maxxum tractors		15%

	Maverick Heads and Accessories		
32121489	50" Severe Duty Rotary, Blade Bar, Swivel		15%
32121490	50" Severe Duty Rotary, Blade Pan, Swivel		15%
32121495	60" Severe Duty Rotary, Blade Bar, Swivel		15%
32121702	60" Severe Duty Rotary, Blade Pan, Swivel for 24' Boom		15%
02998068	Heavy Duty Grass Flail, Swivel		15%
02986262	Flail-Axe® Brush Cutter, Swivel		15%
32122762	Flail-Axe® Brush Cutter with SHD Cuttershaft, 4 oz Knives, Swivel		15%
02997804	SRD™-50 Mulcher Head		15%
02997809	*Hitchpost Kit*		15%
02988100	Ditcher		15%
02986236	48" Buzzbar® Saw Head		15%
02986237	69" Buzzbar® Saw Head		15%
02986245	90" Buzzbar® Saw Head		15%
32121498	5' Timbercat™ Sickle Limb Cutter		15%
32121499	7' Timbercat™ Sickle Limb Cutter		15%
02996743	Quick Hitch® Kit for Boom		15%
32121500	Quick Hitch® Kit for Swivel Rotary		15%
02997330	Quick Hitch® Kit for HD Grass Flail		15%
02996746	Quick Hitch® Kit for Swivel Flail-Axe®		15%
32122109	Quick Hitch® Kit for SRD™-50		15%
02996747	Quick Hitch® Kit for Ditcher		15%
02996745	Quick Hitch® Kit for Buzzbar®		15%
32122392	Quick Hitch® Kit for Timbercat™		15%
02984400	Jack Stand for HD Grass Flail		15%
02975647M	Jack Stand for Flail-Axe®		15%
02990399	Jack Stand for Ditcher		15%
32122817	Skid Shoe Extension for 60" Rotary		15%
32123140	Cab Guard for MY2020- 6110M/6120M		15%
02995058	Additional Operator's and Parts Manuals		15%
02982002	Factory Mounting		15%
00889899MV	Extended 1 Year Warranty		15%
Alamo Machete Boom	Alamo Machete Boom and Attachments - **Tractor Specific Mount Kit included with Boom Mower**		
04861803	18' Machete™ 3 Boom for 2wd tractors		15%
04862203	22' Machete™ 3 Boom for 2wd tractors		15%
04861813	18' Machete™ 3 Boom for 4wd tractors		15%
04862213	22' Machete™ 3 Boom for 4wd tractors		15%
04862513	25' Machete™ 3 Boom for 4wd tractors		15%
04862232	18' Machete™ 3 Boom for 6M 105 and 6110M post MY2020 tractors		15%
04862233	22' Machete™ 3 Boom for 6M 105 and 6110M post MY2020 tractors		15%
04862234	25' Machete™ 3 Boom for 6M 105 and 6110M post MY2020 tractors		15%
	Machete Heads and Accessories		
32121489	50" Severe Duty Rotary, Blade Bar, Swivel		15%
32121490	50" Severe Duty Rotary, Blade Pan, Swivel		15%
32121495	60" Severe Duty Rotary, Blade Bar, Swivel		15%
02998068	Heavy Duty Grass Flail, Swivel		15%
02986262	Flail-Axe® Brush Cutter, Swivel		15%
32122762	Flail-Axe® Brush Cutter with SHD Cuttershaft, 4 oz Knives, Swivel		15%
02997804	SRD™-50 Mulcher Head		15%
02997809	*Hitchpost Kit*		15%
02988100	Ditcher		15%
02986236	48" Buzzbar® Saw Head		15%
02986237	69" Buzzbar® Saw Head		15%
02986245	90" Buzzbar® Saw Head		15%
32121498	5' Timbercat™ Sickle Limb Cutter		15%
32121499	7' Timbercat™ Sickle Limb Cutter		15%
32121913	*Swivel Kit*		15%
02996743	Quick Hitch® Kit for Boom		15%
32121500	Quick Hitch® Kit for Swivel Rotary		15%
02997330	Quick Hitch® Kit for HD Grass Flail		15%
02996746	Quick Hitch® Kit for Swivel Flail-Axe®		15%
32122109	Quick Hitch® Kit for SRD™-50		15%
02996747	Quick Hitch® Kit for Ditcher		15%
02996745	Quick Hitch® Kit for Buzzbar®		15%
32122392	Quick Hitch® Kit for Timbercat™		15%
02984400	Jack Stand for HD Grass Flail		15%
02975647M	Jack Stand for Flail-Axe®		15%
02990399	Jack Stand for Ditcher		15%
32122817	Skid Shoe Extension for 60" Rotary		15%
32123140	Cab Guard for MY2020- 6110M/6120M		15%
02995058	Additional Operator's and Parts Manuals		15%
02982002	Factory Mounting		15%
00889899MC	Extended 1 Year Warranty		15%
Samurai Boom	Alamo Samurai Boom and Attachments - **Tractor Specific Mount Kit included with Boom Mower**		
04851806	18' Samurai™ Boom for 2wd tractors		15%
04852206	22' Samurai™ Boom for 2wd tractors		15%

04851804	18' Samurai™ Boom for 4wd tractors		15%
04852208	22' Samurai™ Boom for 4wd tractors		15%
04852504	25' Samurai™ Boom for 4wd tractors		15%
04951804	18' Samurai™ Boom for 6M 105 and 6110M post MY2020 tractors		15%
04952208	22' Samurai™ Boom for 6M 105 and 6110M post MY2020 tractors		15%
04952504	25' Samurai™ Boom for 6M 105 and 6110M post MY2020 tractors		15%
	Samurai Heads and Accessories		
02986213SJ	50" Severe Duty Rotary, Blade Bar, Swivel		15%
02986212SJ	50" Severe Duty Rotary, Blade Pan, Swivel		15%
02986190SJ	60" Severe Duty Rotary, Blade Bar, Swivel		15%
02988881	Heavy Duty Grass Flail, Swivel		15%
02987811	*Swivel Kit for Heavy Duty Grass Flail*		15%
02986251SJ	Flail-Axe® Brush Cutter, Swivel		15%
02986252SJ	Flail-Axe® Brush Cutter with SHD Cuttershaft, Swivel		15%
02997804	SRD™-50 Mulcher Head		15%
02997808	*Hitchpost Kit*		15%
02988854	Ditcher		15%
02986219	48" Buzzbar® Saw Head		15%
02986229	69" Buzzbar® Saw Head		15%
02986235	90" Buzzbar® Saw Head		15%
02988255	5' Timbercat™ Sickle Limb Cutter		15%
02988256	7' Timbercat™ Sickle Limb Cutter		15%
02989326	Quick Hitch® Kit for Boom and 1 Head		15%
02989327	Quick Hitch® Kit for Additional Head		15%
02984400	Jack Stand for HD Grass Flail		15%
02975647	Jack Stand for Flail-Axe®		15%
02990399	Jack Stand for Ditcher		15%
02986950A	Additional Operator's and Parts Manuals		15%
02985029	Factory Mounting		15%
00889899S	Extended 1 Year Warranty		15%
Alamo Rear Mounted Booms	**Alamo Rear Mounted Booms and Accessories - 3pt Hitch Mounted**		
04550004	RM165 Boom		15%
04550002	RM180 Boom		15%
	RMB Heads and Accessories		
32121139	48" Rotary, Blade Pan		15%
32120530	60" Rotary, Blade Bar		15%
32120414	48" Flail, Serrated 7 oz Blades (2" Cutting Capacity)		15%
02999801	48" Flail, F91 Knives (2" Cutting Capacity)		15%
32123213	69" Buzzbar® Saw Head, 3 Blade		15%
32120917	Wheel Kit for RM Rotary		15%
32122500	Lift Float Kit		15%
32120321A	Additional Operator's and Parts Manuals		15%
02990993	500# Wheel Weight		15%
32123487	Factory Mounting		15%
32121066	Extended 1 Year Warranty		15%
Terrain King Booms	**Terrain King KB1800 & KB2200 Booms , Kubota Tractor Specific**		
30004841820	KB1800 Boom for M6 tractors		15%
30004831820	KB1800 Boom for M6S tractors		15%
30004842220	KB2200 Boom for M6 tractors		15%
30004832220	KB2200 Boom for M6S tractors		15%
	KB1800/ 2200 Boom Heads and Accessories		
34802986213	50" Heavy Duty Rotary, Blade Bar, Swivel		15%
34802986212	50" Heavy Duty Rotary, Blade Pan, Swivel		15%
34802986190	60" Heavy Duty Rotary, Blade Bar, Swivel		15%
34802988881	Grass Flail, Swivel		15%
34802986253	Heavy Duty Flail		15%
34802986251	Heavy Duty Flail, Swivel		15%
34802986252	Heavy Duty Flail with Flail King Cuttershaft, 3 oz Knife, Swivel		15%
30002997132	*Swivel Kit*		15%
30002997804	SRD™-50 Mulcher Head		15%
34802988854	Ditcher		15%
34802986229	69" Saw Head		15%
34802986235	90" Saw Head		15%
33002989326	Quick Hitch® Kit for Boom and 1 Head		15%
33002989327	Quick Hitch® Kit for Additional Head		15%
30802984400	Jack Stand for Grass Flail		15%
30002975647	Jack Stand for Heavy Duty Flail		15%
30802990399	Jack Stand for Ditcher		15%
37002988075A	Additional Operator's and Parts Manuals		15%
30002985029	Factory Mounting		15%
30000889899UM	Extended 1 Year Warranty		15%
	Terrain King KB21 Boom, Kubota Tractor Specific		
30004302100	KB21 Boom		15%

	KB21 Boom Heads and Accessories		
30002990662	60" Heavy Duty Rotary, Blade Bar, Swivel		15%
30002996966	*Swivel Kit*		15%
34802986253	48" Heavy Duty Flail Axe		15%
34802986252	48" Heavy Duty Grass Flail w/ 3oz Knives, Swivel		15%
34802986229	69" Saw Head		15%
Alamo Industrial	**Right Hand Interstater Mower Attachment - Mid Mount, Tractor Specific**		
02997494	62" Right Hand Interstater®, 3 oz Knives		15%
02997495	62" Right Hand Interstater®, 4 oz Knives		15%
02997496	74" Right Hand Interstater®, 3 oz Knives		15%
02997004	74" Right Hand Interstater®, 4 oz Knives		15%
02997497	88" Right Hand Interstater®, 3 oz Knives		15%
02997498	88" Right Hand Interstater®, 4 oz Knives		15%
	Accessories for RH Interstater		
803213	Additional Operator's and Parts Manuals		15%
02987303	High Wear Parts Kit		15%
02972609	500# Wheel Weight		15%
801022	Factory Mounting		15%
00889899I1	Extended 1 Year Warranty		15%
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		15%
02997499	17' Dual Wing Interstater®, 3 oz Knives		15%
02997500	17' Dual Wing Interstater®, 4 oz Knives		15%
02997502	19' Dual Wing Interstater®, 2 oz Knives, Reverse Rotation		15%
02997147	19' Dual Wing Interstater®, 3 oz Knives		15%
02997501	19' Dual Wing Interstater®, 4 oz Knives		15%
32121098	21' Dual Wing Interstater®, 2 oz Knives, Reverse Rotation		15%
02997503	21' Dual Wing Interstater®, 3 oz Knives		15%
02997504	21' Dual Wing Interstater®, 4 oz Knives		15%
	Accessories for Dual Wing Interstater		
803213	Additional Operator's and Parts Manuals		15%
02987303	High Wear Parts Kit		15%
02972480	Remote Wing Positioner		15%
803399	Factory Mounting		15%
00889899DW	Extended 1 Year Warranty		15%
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:		15%
04950016	Versa® Mower Arm, Standard Cable, for Cab		15%
04950021	Versa® Mower Arm, Standard Cable, for ROPS		15%
04950031	Versa® Mower Arm, AI Valve, for Cab		15%
04950034	Versa® Mower Arm, AI Valve, for C2 MY2020- 6110M		15%
04950017	Versa® Mower Short Arm, Standard Cable, for Cab		15%
04950022	Versa® Mower Short Arm, Standard Cable, for ROPS		15%
04950025	Versa® Mower Short Arm, Standard Cable, for C2 6105E		15%
04950029	Versa® Mower Short Arm, AI Valve, for Cab		15%
04950018	Versa® Mower Breakaway Arm, Standard Cable, for Cab		15%
04950023	Versa® Mower Breakaway Arm, Standard Cable, for ROPS		15%
04950028	Versa® Mower Breakaway Arm, AI Valve, for Cab		15%
	Mowing Heads for Versa Arms - Chose One		
02964876	60" Versa® Rotary, Blade Bar		15%
02964878	60" Versa® Rotary, Blade Pan		15%
02977051	60" Versa® Rotary, 1/4 Deck, Blade Bar		15%
02975016	60" Versa® Rotary, 1/4 Deck, Blade Pan		15%
02964884	60" Versa® Breakaway Rotary, Blade Bar		15%
02964886	60" Versa® Breakaway Rotary, Blade Pan		15%
02994154	*Linkage Kit*		15%
02964880	72" Versa® Rotary, Blade Bar		15%
02964882	72" Versa® Rotary, Blade Pan		15%
02963836	60" Versa® Flail, 3 oz Knives		15%
02968968	60" Versa® Flail, 4 oz Knives		15%
02963837	74" Versa® Flail, 3 oz Knives		15%
02967639	74" Versa® Flail, 4 oz Knives		15%
02997446	74" Versa® Flail, 7 oz Knives		15%
02965120	88" Versa® Flail, 3 oz Knives		15%
02968970	88" Versa® Flail, 4 oz Knives		15%
02957866	Versa® Ditcher for Long Arm		15%
	Accessories for Versa Mower		
02985155	Pump Guard for 5E and 5M		15%
02992688	Pump Guard for TS6 and Farmall-A		15%
02897300	Additional Operator's and Parts Manuals		15%
02972609	500# Wheel Weight		15%
02963045	Factory Mounting		15%
00889899VM	Extended 1 Year Warranty for Rotary		15%

00889899VF	Extended 1 Year Warranty for Flail		15%
Alamo Industrial Switchblade	**Alamo Switchblade Sickle Bar Mower - Tractor Specific**		
04116007	5' Switch Blade® Sickle Bar		15%
04117207	6' Switch Blade® Sickle Bar		15%
	Accessories for Switchblade Mowers		
02974374	Additional Operator's and Parts Manuals		15%
02974361	5' Cutterbar		15%
02974373	6' Cutterbar		15%
02987314	High Wear Parts Kit		15%
02985461	Pump Guard for 5E		15%
02983480	Pump Guard for 5065M/5075M and Cab 5090E/5100E		15%
02993353	Pump Guard for 5085M/5090M/5100M/5115M		15%
02997299	Pump Guard for Powerstar and Farmall-C		15%
02990993	500# Wheel Weight		15%
0800000	Factory Mounting		15%
02991505	Extended 1 Year Warranty		15%
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		15%
30002997495	62" Right Hand Terrain Master™, 4 oz Knives		15%
30002997496	74" Right Hand Terrain Master™, 3 oz Knives		15%
34802997004	74" Right Hand Terrain Master™, 4 oz Knives		15%
5A-30002997497	88" Right Hand Terrain Master™, 3 oz Knives		15%
30002997498	88" Right Hand Terrain Master™, 4 oz Knives		15%
	Accessories for Terrain Master Mowers		
37002990204	Additional Operator's Manual		15%
37002990203	Additional Parts Manual		15%
30002987303	High Wear Parts Kit		15%
30032120388	500# Wheel Weight for Cast Wheels		15%
30032120386	500# Wheel Weight for Pressed Wheels		15%
300801022	Factory Mounting		15%
30000889899RH	Extended 1 Year Warranty		
Terrain King Dual Wing Terrain Master Mow	**Dual Wing Terrain Master - Left & Right Mid Mount w/ Rear Flail Mower, Kubota Tractor Specific**		
30002999506	19' Dual Wing Terrain Master™, 2 oz Knives, Reverse Rotation		15%
34802997146	19' Dual Wing Terrain Master™, 3 oz Knives		15%
30002997624	19' Dual Wing Terrain Master™, 4 oz Knives		15%
30002998273	21' Dual Wing Terrain Master™, 2 oz Knives, Reverse Rotation		15%
30002997810	21' Dual Wing Terrain Master™, 3 oz Knives		15%
30002997811	21' Dual Wing Terrain Master™, 4 oz Knives		15%
	Accessories for Dual Wing Terrain Master Mowers		
37002990204	Additional Operator's Manual		15%
37002990203	Additional Parts Manual		15%
30002987303	High Wear Parts Kit		15%
33002972480	Remote Wing Positioner		15%
300803399	Factory Mounting		15%
30000889899DW	Extended 1 Year Warranty		15%
Terrain King KSM Mower	**KSM60 Mower - Kubota Tractor Specific**		
	Chose One Arm from the section below:		
31804950026	KSM60 Arm for Cab M5 tractors, Cable		15%
31804950026JS	KSM60 Arm for Cab M5 tractors		15%
30004950032JS	KSM60 Arm for Cab M6S tractors		15%
31804950032JSBA	KSM60 Breakaway Arm for Cab M5 tractors		15%
31804950033	KSM60 Breakaway Arm for Cab M6S tractors		15%
	Mowing Heads for KSM Arms - Chose One		
34802964876	60" KSM60 Rotary, Blade Bar		15%
34802964878	60" KSM60 Rotary, Blade Pan		15%
34802964884	60" KSM60 Breakaway Rotary, Blade Bar		15%
34802964886	60" KSM60 Breakaway Rotary, Blade Pan		15%
	Accessories for KSM Mowers		
30002999502	Pump Guard for M5 Tractors		15%
37002993750A	Additional Operator's and Parts Manuals		15%
30032120388	500# Wheel Weight for Cast Wheels		15%
30032120386	500# Wheel Weight for Pressed Wheels		15%
30002963045	Factory Mounting		15%
30000889899KSM	Extended 1 Year Warranty		15%
Terrain King KSB Sickle Bar Mower	**KSB Mowers - Kubota Tractor Specific**		
31804116007	KSB5 Sickle Bar		15%
31804117207	KSB6 Sickle Bar		15%
	Accessories for KSB Mower		
37002993751A	Additional Operator's and Parts Manuals		15%
30002974361	5' Cutterbar		15%
30002974373	6' Cutterbar		15%
30002987314	High Wear Parts Kit		15%

30032120388	500# Wheel Weight for Cast Wheels		15%
30032120386	500# Wheel Weight for Pressed Wheels		15%
3000800000	Factory Mounting		15%
30002991505	Extended 1 Year Warranty		15%
Tiger Mowers	**Roadside Mowing Attachments and Accessories for Tractors**		
	BENGAL SERIES		
BB-18	Mid-mount Boom Mower (1300 lb wheel weight) - 3OS Stow, 4 wh dr Tractor		15%
BB-22	Mid-mount Boom Mower (1700 lb wheel weight) - 3OS Stow,4 wh dr Tractor		15%
BB-24	Mid-mount Boom Mower (1700 lb wheel weight) - 3OS Stow, 4 wh dr Tractor		15%
	ROTARY		
RT50D	50" Rotary head with Disk/Brush Knives & Hydraulic Door		15%
RT50B	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
RT50G	50" Rotary head with Disk/Grass Knives & Hydraulic Door		15%
RT50D-SW	50" Rotary Swivel Head, Disk/Brush Knives & Hydraulic Door		15%
RT50B-SW	50" Rotary Swivel Head, Blade Bar/Brush Knives & Hyd Door		15%
RT60B	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
RT60B-SW	60" Rotary Swivel Head, Blade Bar/Brush Knives/Hyd Door - BB-22/24 ONLY)		15%
RT60DG	60" Rotary Head with Disk/Grass Knives & Hydraulic Door		15%
	FLAIL		
FL50LBG	50" Flail Head with Light Brush/Grass Knives (LBG)		15%
P GUARD	50" Flail Head with Medium Brush/Grass Knives (MBG)		15%
FL50HDB	50" Flail Head with Heavy Duty Brush Knives (HDB)		15%
FL63G	63" Flail Head with Grass Knives		15%
	MULCHER		
ML36-BNGCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-BNGRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%
	Controls		
CBL	Cable Controls and Lift Valve Kit		15%
JSTK	Joystick, Electro-hydraulic and Valve Kit		15%
Factory Mount	Installation of complete boom mower system		15%
Field Mount	Installation of complete boom mower system		15%
	Hydraulic Actuator in lieu of standard swivel - Verify tractor model		15%
	Wheel Weight - up charge from 1300 to 1700 lbs of counter balance.		15%
	Wheel Weight - upcharge from 1700 to 2550 lbs of counter balance.		15%
AXSTAB HYD	Cylinder Axle Stabilizer Kit - Verify tractor model		15%
AXSTAB TIMBREN	Timbren Axle Stabilizer Kit - Verify Tractor Model		15%
BPS-BNGL	Electronic Boom Positioning System		15%
P GUARD	Pump Guard		15%
P/G GUARD	Pump/Grille Guard		15%
06100615	Dogleg Kit, Flail Heads		15%
06103017	Dogleg Kit, Rotary & Mulcher Heads		15%
06200609	50" Blade Bar Kit (bar,knives,bolts,nuts)		15%
06200670	60" Blade Bar Kit (bar,knives,bolts,nuts)		15%
06744050	50" Rotary Disk Kit (knives,bolts,nuts,filter,grease) BRUSH		15%
06744051	50" Rotary Disk Kit (knives,bolts,nuts,filter,grease) GRASS		15%
06744040	50/60" Rotary Blade Bar Kit (knives,bolts,nuts,filter,grease) BRUSH		15%
06744001	60" Rotary Disk Kit (knives,bolts,nuts,filter,grease) GRASS		15%
06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) LBG FLAIL		15%
06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) MBG FLAIL		15%
06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) HDB FLAIL		15%
06744006	63" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) GRASS		15%
06744086	Mulcher Knive Kit (knives,bolts - set of 30)		15%
BB18-BPA	Pre-assembly - 18		15%
BB22-BPA	Pre-assembly - 22		15%
BB24-BPA	Pre-assembly - 24		15%
	BENGAL BRUTE		
Brute - LRS	Mid-mount Boom Mower w/ LEGAL REAR STOW (LRS) trans system & 1700 lbs Wh Weight, 4 wh dr Tractor		15%
Brute - STD	Mid-mount Boom Mower w/ breakaway secondary boom (3OS) trans system & 1700 lbs Wh wt, 4 wh dr Tractor		15%
	ROTARY		
RT50D-LRS	50" Rotary Head -Disk/Brush Knives & Hydraulic Door		15%
RT50B-LRS	50" Rotary Head - Blade Bar/Brush Knives & Hydraulic Door		15%
RT50G-LRS	50" Rotary head - Disk/Grass Knives & Hydraulic Door		15%
RT60B-LRS	60" Rotary Head - Blade Bar/Brush Knives & Hydraulic Door		15%
RT60DG	60" Rotary Head - Disk/Grass Knives & Hydraulic Door		15%
	FLAIL		
FL50LBG-LRS	50" Flail Head with Light Brush/Grass Knives		15%
FL50MBG-LRS	50" Flail Head with Medium Brush/Grass Knives		15%
FL50HDB-LRS	50" Flail Head with Heavy Duty Brush Knives		15%
P GUARD	63" Flail Head with Grass Knives		15%
	MULCHER		
ML36-LRSCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-LRSRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%
LRS-BPA	Legal Rear Stow Pre-assembly		15%
	SABER 25 SERIES		
3OS-25-SB	Mid-mount Boom Mower w/ 3 POINT OPEN STOW (3OS) trans system & Wheel Weight, 4 wh dr Tractor		15%
	ROTARY - 25'		

RT50SD	50" Rotary Head with Disk/Brush Knives & Hydraulic Door		15%
RT50S	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
RT50B-SW-S	50" Rotary Swivel Head, with Blade Bar/Brush Knives & Hydraulic Door		15%
RT60S	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
	FLAIL - 23		
FL50HDB-S	50" Flail Head with Heavy Duty Brush Knives (HDB)		15%
FL50MBG-S	50" Flail Head with Medium Brush/Grass Knives (MBG)		15%
FL50LBG-S	50" Flail Head with Light Brush/Grass Knives (LBG)		15%
FL63G-S	63" Flail Head with Grass Knives		15%
	MULCHER		
ML36-SCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-SRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%
	Hydraulic Actuator in lieu of standard swivel		15%
	Wheel Weight - up charge from 1700 to 2550 lbs of counter balance		15%
	Wheel Weight - upcharge from 1700 to 3400 lbs of counter balance		15%
BPS-SBR	Electronic Boom Positioning System		15%
P GUARD	Pump Guard		15%
P/G GUARD	Pump/Grille Guard		15%
06744052	50" Blade Bar Kit (bar,knives,bolts,nuts)		15%
06200670	60" Blade Bar Kit (bar,knives,bolts,nuts)		15%
06744003	50" Rotary Parts Kit (knives,bolts,nuts,filter,grease) BRUSH		15%
06744040	60" Rotary Parts Kit (knives,bolts,nuts,filter,grease) BRUSH		15%
06744044	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) HDB		15%
06744043	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) MBG		15%
06744005	50" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) LBG		15%
06744006	63" Flail Parts Kit (knives,bolts,nuts,filter,clevis,belts) GRASS		15%
06744086	Mulcher Knive Kit (knives,bolts - set of 30)		15%
	SABER 28 & 30 SERIES		
3OS-28-SB	Mid-mount Boom Mower w/ 3 POINT OPEN STOW (3OS) trans system & Wheel Weight, 4 wh dr Tractor		15%
3OS-30-SB	Mid-mount Extended Boom Mower w/ 3 POINT OPEN STOW (3OS) trans system & Wh Wt, 4 wh dr Tractor		15%
	ROTARY		
RT50B-XB-S	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
RT50B-SW-XB-S	50" Rotary Swivel Head, with Blade Bar/Brush Knives & Hyd Door(28' ONLY)		15%
RT60B-XB-S	60" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door		15%
	FLAIL - Saber 28		
FL50LBG-28-S	50" Flail Head with Light Brush/Grass Knives - LBG		15%
FL50MBG-28-S	50" Flail Head with Medium Brush/Grass Knives - MBG		15%
FL50HDB-28-S	50" Flail Head with Heavy Duty Brush Knives - HDB		15%
FL63G-S	63" Flail Head with Grass Knives		15%
P GUARD	FLAIL - Saber 30 - Direct Drive		
FL50LBG-30-SDD	50" Flail Head with Light Brush/Grass Knives - LBG		15%
FL50MBG-30-SDD	50" Flail Head with Medium Brush/Grass Knives - MBG		15%
	MULCHER - Saber 28 & 30		
ML36-28-SCHN	36" Mulcher Head with Quad Cut Teeth - Rear Chain		15%
ML36-28-SRUB	36" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap		15%

Category 4- Golf Equipment

	Brand Name / Model		**Minimum Discount % Off MSRP**
Alamo Industrial Flail			
	Alamo Rear SHD Flail Mowers		
SHD74CTRFC	74" SHD Rear Flail, 2 oz Knives, centered		15%
SHD74080FC	74" SHD Rear Flail, 2 oz Knives, 8.0" offset		15%
SHD74140FC	74" SHD Rear Flail, 2 oz Knives, 14.0" offset		15%
SHD74CTRCC	74" SHD Rear Flail, 3 oz Knives, centered		15%
SHD74080CC	74" SHD Rear Flail, 3 oz Knives, 8.0" offset		15%
SHD74140CC	74" SHD Rear Flail, 3 oz Knives, 14.0" offset		15%
SHD74CTRES	74" SHD Rear Flail, 4 oz Knives, centered		15%
SHD74080ES	74" SHD Rear Flail, 4 oz Knives, 8.0" offset		15%
SHD74140ES	74" SHD Rear Flail, 4 oz Knives, 14.0" offset		15%
SHD88CTRFC	88" SHD Rear Flail, 2 oz Knives, centered		15%
SHD88085FC	88" SHD Rear Flail, 2 oz Knives, 8.5" offset		15%
SHD88145FC	88" SHD Rear Flail, 2 oz Knives, 14.5" offset		15%
SHD88205FC	88" SHD Rear Flail, 2 oz Knives, 20.5" offset		15%
SHD88265FC	88" SHD Rear Flail, 2 oz Knives, 26.5" offset		15%
SHD88CTRCC	88" SHD Rear Flail, 3 oz Knives, centered		15%
SHD88085CC	88" SHD Rear Flail, 3 oz Knives, 8.5" offset		15%
SHD88145CC	88" SHD Rear Flail, 3 oz Knives, 14.5" offset		15%
SHD88205CC	88" SHD Rear Flail, 3 oz Knives, 20.5" offset		15%
SHD88265CC	88" SHD Rear Flail, 3 oz Knives, 26.5" offset		15%
SHD88CTRES	88" SHD Rear Flail, 4 oz Knives, centered		15%
SHD88085ES	88" SHD Rear Flail, 4 oz Knives, 8.5" offset		15%
SHD88145ES	88" SHD Rear Flail, 4 oz Knives, 14.5" offset		15%
SHD88205ES	88" SHD Rear Flail, 4 oz Knives, 20.5" offset		15%
SHD88265ES	88" SHD Rear Flail, 4 oz Knives, 26.5" offset		15%
SHD96CTRFC	96" SHD Rear Flail, 2 oz Knives, centered		15%

SHD96125FC	96" SHD Rear Flail, 2 oz Knives, 12.5" offset		15%
SHD96185FC	96" SHD Rear Flail, 2 oz Knives, 18.5" offset		15%
5A-SHD96245FC	96" SHD Rear Flail, 2 oz Knives, 24.5" offset		15%
5A-SHD96305FC	96" SHD Rear Flail, 2 oz Knives, 30.5" offset		15%
SHD96CTRCC	96" SHD Rear Flail, 3 oz Knives, centered		15%
SHD96125CC	96" SHD Rear Flail, 3 oz Knives, 12.5" offset		15%
SHD96185CC	96" SHD Rear Flail, 3 oz Knives, 18.5" offset		15%
SHD96245CC	96" SHD Rear Flail, 3 oz Knives, 24.5" offset		15%
SHD96305CC	96" SHD Rear Flail, 3 oz Knives, 30.5" offset		15%
SHD96CTRES	96" SHD Rear Flail, 4 oz Knives, centered		15%
SHD96125ES	96" SHD Rear Flail, 4 oz Knives, 12.5" offset		15%
SHD96185ES	96" SHD Rear Flail, 4 oz Knives, 18.5" offset		15%
SHD96245ES	96" SHD Rear Flail, 4 oz Knives, 24.5" offset		15%
SHD96305ES	96" SHD Rear Flail, 4 oz Knives, 30.5" offset		15%
SHD112CTRFCRR	112" SHD Rear Flail, 2 oz Knives, Reverse Rotation, centered		15%
SHD1126FCRR	112" SHD Rear Flail, 2 oz Knives, Reverse Rotation, 6" offset		15%
SHD112CTRCC	112" SHD Rear Flail, 3 oz Knives, centered		15%
SHD1126CC	112" SHD Rear Flail, 3 oz Knives, 6" offset		15%
SHD112CTRES	112" SHD Rear Flail, 4 oz Knives, centered		15%
SHD1126ES	112" SHD Rear Flail, 4 oz Knives, 6" offset		15%
	Accessories for SHD Flail Mowers		
803211	Additional Operator's and Parts Manuals		15%
02991506	Extended 1 Year Warranty		15%
Alamo Industrial Aebi Flail	**Alamo SHD Flail for Aebi Tractors**		
704540	74" SHD Flail for AEBI, 3 oz Knives		15%
704541	74" SHD Flail for AEBI, 4 oz Knives		15%
02976966	74" SHD Flail for AEBI, 4 oz Bolt-On Knives		15%
700523	*74" Banjo*		15%
704542	88" SHD Flail for AEBI, 3 oz Knives		15%
704543	88" SHD Flail for AEBI, 4 oz Knives		15%
02976963	88" SHD Flail for AEBI, 4 oz Bolt-On Knives		15%
700489	*88" Banjo*		15%
02983260	96" SHD Flail for AEBI, 3 oz Knives		15%
02983262	96" SHD Flail for AEBI, 4 oz Knives		15%
02998757	96" SHD Flail for AEBI, 4 oz Bolt-On Knives		15%
703946	*96" Banjo*		15%
	Accessories for SHD Aebi Flail Mowers		
704535	Package without Driveline		15%
02990830	Driveline Package		15%
803211	Additional Operator's and Parts Manuals		15%
02991506	Extended 1 Year Warranty		15%
Alamo Votex Rear Flail			
32122703	72" RM1902S Rear-Mounted Side Flail		15%
Alamo Industrial	**Rear Mounted Interstater Flail**		
04232000	23' Rear Mount Interstater®, 4 oz Knives		15%
	Accessories for Rear Interstater Flail		
02977160A	Additional Operator's and Parts Manuals		15%
Tiger Mowers	**REAR FLAIL - SUPER DUTY**		
RF-75SD	Flail, Rear Mount 75" , STANDARD CUT		15%
RF-75SDG	**Flail, Rear Mount 75", SMOOTH CUT**		15%
RF-90SD	Flail, Rear Mount 90", STANDARD CUT		15%
RF-90SDG	Flail, Rear Mount 90", SMOOTH CUT		15%
RF-96SD	Flail, Rear Mount 96", STANDARD CUT		15%
RF-96SDG	Flail, Rear Mount 96", SMOOTH CUT		15%
RF-90SDHSS	Flail, Rear Mount 90", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-90SDGHSS	Flail, Rear Mount 90", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-96SDHSS	Flail, Rear Mount 96", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-96SDGHSS	Flail, Rear Mount 96", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-90SDHDHSS	Flail, Rear Mount 90", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-90SDGHDHSS	Flail, Rear Mount 90", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
RF-96SDHDHSS	Flail, Rear Mount 96", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-96SDGHDHSS	Flail, Rear Mount 96", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200220	Deflector Shield 75" SDC		15%
06200219	Deflector Shield 90" SDC		15%
06744055	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744056	Knive Kit, 75" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744057	Knive Kit, 90" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744058	Knive Kit, 90" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744059	Knive Kit, 96" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744060	Knive Kit, 96" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06520415	Slip Clutch Driveline (in lieu of standard)		15%
Tiltkit	Mower Tilt Stop Switch		15%

	REAR FLAIL - EXTREME DUTY		15%
RF-75ED	Flail, Rear Mount 75", Ext Duty, STANDARD CUT		15%
RF-75EDG	Flail, Rear Mount 75", Ext Duty, SMOOTH CUT		15%
RF-90ED	Flail, Rear Mount 90", Ext Duty, STANDARD CUT		15%
RF-90EDG	Flail, Rear Mount 90", Ext Duty, SMOOTH CUT		15%
RF-96ED	Flail, Rear Mount 96", Ext Duty, STANDARD CUT		15%
RF-96EDG	Flail, Rear Mount 96", Ext Duty, SMOOTH CUT		15%
RF-102ED	Flail, Rear Mount 102", Ext Duty, STANDARD CUT		15%
RF-102EDG	Flail, Rear Mount 102", Ext Duty, SMOOTH CUT		15%
RF-110ED	Flail, Rear Mount 110", Ext Duty, STANDARD CUT		15%
RF-110EDG	Flail, Rear Mount 110", Ext Duty, SMOOTH CUT		15%
RF-90EDHSS	Flail, Rear Mount 90", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-90EDGHSS	Flail, Rear Mount 90", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-96EDHSS	Flail, Rear Mount 96", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-96EDGHSS	Flail, Rear Mount 96", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-102EDHSS	Flail, Rear Mount 102", STANDARD CUT - PTO Driven & Hyd Side Shift		15%
RF-102EDGHSS	Flail, Rear Mount 102", SMOOTH CUT - PTO Driven & Hyd Side Shift		15%
RF-90EDHDHSS	Flail, Rear Mount 90", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-90EDGHDHSS	Flail, Rear Mount 90", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
RF-96EDHDHSS	Flail, Rear Mount 96", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-96EDGHDHSS	Flail, Rear Mount 96", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
RF-102EDHDHSS	Flail, Rear Mount 102", STANDARD CUT - Hyd Driven & Hyd Side Shift		15%
RF-102EDGHDHSS	Flail, Rear Mount 102", SMOOTH CUT - Hyd Driven & Hyd Side Shift		15%
TF3049	Caster Wheel, Per Pair, Rear Flail		15%
34108	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744072	Knive Kit 75" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34107	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744073	Knive Kit 90" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34106	Knive Kit 96" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744074	Knive Kit 96" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
34105	Knive Kit 102" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744075	Knive Kit 102" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06744078	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) STANDARD CUT		15%
06744080	Knive Kit 110" ED Flail (knives,bolts,nuts,clevis) SMOOTH CUT		15%
06200085	Adaptor Kit for 45 degree shield application		15%
06200072	Deflector Shield 75"		15%
06200082	Deflector Shield 90"		15%
06200083	Deflector Shield 96"		15%
06200103	Deflector Shield 102"		15%
	Deflector Shield 110"		15%
06520415	Slip Clutch Driveline (in lieu of standard)		15%