

**MASTER AGREEMENT #032525**

CATEGORY: Road Right-of-Way Maintenance Equipment
SUPPLIER: Land Pride, A Division of Great Plains Mfg. Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Land Pride, a Division of Great Plains Mfg. Inc., 1525 E. North St., Salina, KS 67401 (Supplier).

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

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

Article 1:
General Terms

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 15, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
 1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:
 - a. Flail, boom, rotary, wing, sickle, and slope mowers;
 - b. Brush cutters;
 - c. Seeders, tillers, mulchers, and sprayers;
 - d. Erosion stabilization and prevention products;
 - e. Ditch maintenance equipment; and
 - f. Dust abatement water trucks.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. § 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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

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

19) **Grant of License.**

a) **During the term of this Agreement:**

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

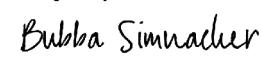
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Land Pride A Division of Great Plains Mfg. Inc.

Signed by:

 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: _____
 5/14/2025 | 6:18 AM CDT
C0FD2A139D06489...

Signed by:

 By: _____
 Bubba Simnacher
 Title: Vice President of Sales
 Date: _____
 5/14/2025 | 2:24 AM CDT
8D53AA9273A64E1...

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Land Pride, A Division of Great Plains Mfg. Inc.

Does your company conduct business under any other name? If No
yes, please state:

1525 E. North St

Address: Salina, Kansas 67401

Contact: Bubba Simnacher

Email: bubba@landpride.com

Phone: 785-823-3276

HST#: 48-0837521

Submission Details

Created On: Wednesday February 12, 2025 16:15:06

Submitted On: Monday March 24, 2025 16:03:09

Submitted By: Bubba Simnacher

Email: bubba@landpride.com

Transaction #: 1982ccefb111-40a5-9b22-54f21f572fd4

Submitter's IP Address: 147.243.178.9

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Land Pride, A Division of Great Plains Mfg. Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Land Pride is a sister company to Great Plains Mfg. Inc. as listed in Line Item 1.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	H79NCJA8L287 Unique Entity Identifier
5	Provide your NAICS code applicable to Solutions proposed.	333111 333112 333120
6	Proposer Physical Address:	1525 E. North St Salina, Ks. 67401
7	Proposer website address (or addresses):	www.landpride.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Bubba Simnacher Vice President of Sales 1525 E. North St. Salina, Ks. 67401 785-822-5651
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bubba Simnacher Vice President of Sales 1525 E. North St. Salina, Ks. 67401 785-822-5651
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bubba Simnacher VP of Sales 1525 E. North St. Salina, Ks. 67401 209-607-1015

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Land Pride is a Division of Great Plains Mfg. Inc. We have been a leader in ground maintenance equipment since 1986. Not only are we known for our ground maintenance equipment for tractors and skid steers, but we are also well known for our product lineup of roadway maintenance equipment. Our road maintenance equipment includes products such as folding cutters, ditch bank mowers, parallel arms, cold planers, breakers, road saws, and heavy duty buckets. Land Pride strives to be at the top of innovation and cutting edge technology for our products while providing our employees a desirable workplace, quality products for our customers, and stability and profits for our company.	*
12	What are your company's expectations in the event of an award?	Expectations for utilizing the Sourcewell contract have always been great. Land Pride works diligently to improve on sales year after year. Land Pride will continue promote the Sourcewell contract to our 1,517 dealers as well as our customer base nationwide. We will do this through email, bulletins, demonstrations, and trade shows. We will ask for Sourcewell assistance when needed throughout the life of the contract to gain maximum exposure.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see attached.	*
14	What is your US market share for the Solutions that you are proposing?	Land Pride manufactures over 500 different attachments and implements which can and are used for the landscaping, and roadside maintenance sector. Currently, Land Pride owns 40% of the market share for landscaping equipment, and 20% market share for roadside maintenance equipment. Land Pride supports these markets with a field sales force of 34 Territory Managers in 3 regions, along with 3 Regional Managers, and our VP of Sales. Land Pride's National Accounts Manager heads the effort to promote, quote, and service the sales for all Sourcewell members.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Canada is divided into 4 territories with a total of 10 Regional Managers. These managers will train the Canadian dealers on Land Pride equipment. The Canadian market has gained more and more traction over the years, and we continue to see improved numbers year after year, but they have their own National Accounts division that handles Land Pride equipment. Market share for Canada is unknown since they are their own division.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Land Pride is a Manufacturer. Land Pride has 34 Territory Managers (TM's) who report to three Regional Managers based on location. These TM's have a specific territory that they cover across the United States and Canada calling on the approximately 1,517 Land Pride dealers. The products that the TM's sell to our dealer network are delivered directly from our manufacturing plants in Central Kansas. These products will either be shipped on one of our own Great Plains trucks, or via LTL carrier. The Land Pride dealer network covers the entire United States, Hawaii, Alaska, (as well as all of Canada). Land Pride utilizes the same dealer network for parts and service as we do for all sales. Our dealers are supported by corporate staff for service and parts issues as well as sales assistance. The in-house service dept. employs 6 full time service reps to man phones, and assist with the dealer dedicated "Dealer Access" website. Our parts dept. ships 95% of parts orders to dealers same day, and our Research and Development dept. is able to assist with technical issues and will even travel to assist in the field if needed. Please refer to the dealer list and map for location of the Land Pride dealers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Land Pride does not pursue "recognition" in our industry, however we were honored to be ranked 4th overall among shortline manufacturers in the North American Equip. Dealers Association most recent survey of dealers. We were ranked 1st among similar manufacturers who produce the same types of equipment as we do. Since 2013 we have held 53 different patents showing our dedication to innovation and technology.
21	What percentage of your sales are to the governmental sector in the past three years?	General sales, as well as national account sales of Land Pride equipment has generously improved over the last three years. Sales to government entities had been steady each year at 12%, but over the past few years that market share has grown to 15% with a strong push to get it to 20%.
22	What percentage of your sales are to the education sector in the past three years?	Land Pride has seen continued sales growth of our products in the education sector over the years. Approximately 35% of Land Pride National Account sales is to those in the educational sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Land Pride holds the following contracts for National Account sales. The totals are from the past three years: Sourcewell: \$6,102,477.09 Buy Board: \$278,554.05 OMNIA: \$175,204.57 H-GAC: \$0 PA State Contract: \$615,822.23 State of Washington: \$7,450.50
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
University of New Mexico	Mark Russell	505-272-9002
City of Kansas City	Blake Butler	816-513-6925
John Browne High School	Alhan Sencer	718-286-8188

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

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

Line Item	Question	Response *
26	Sales force.	Land Pride divides the United States into territories and Canada into 4 territories. Land Pride has 34 Territory Managers that service over 1,517 dealers across the US. The Territory Managers make daily calls to train, service and manage inventory levels to meet the industry demand. Land Pride Territory Managers also follow up on government quotes and assist the dealer network with shipping logistics. The Sales Management team includes the VP of Sales, and 3 Regional Sales Managers that support the Territory Managers with all processes and timeliness of orders and shipments. The National Accounts Manager is also on the sales team to best coordinate and communicate government quotes and orders with Territory Managers.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Land Pride's dealer network covers the entire United States including Hawaii, Alaska, and all of Canada. We currently have 1,517 domestic and 105 Canadian dealers, of which 87% of our total number of dealers are stocking dealers.
28	Service force.	Land Pride relies on the same dealer network for service as we do our sales. Our dealer network is supported by an inside service department that features six full-time service reps manning phones and email. It also includes a parts department that ships 96% of all orders the same day they are received. Land Pride's Research and Development staff has the ability to travel to any location to assist our dealers with repair issues if the situation warrants.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Dealers request quotes, then when awarded place orders through the Territory Manager. We ship to the dealer and they setup and deliver to the end user. Dealers follow up with service and warranty procedures.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Land Pride is well known for its parts and service. Any one of our 1,517 dealers will tell you that parts availability is not a problem when working with Land Pride. We source parts that are readily available, stock parts in quantities sufficient for the needs of our dealers, and ship 96% of those parts orders the same day they are processed. Land Pride dealers have the ability to place part orders through our online "Dealer Access" system, which allows these orders to be made 24 hrs. a day, 7 days a week. These orders are received directly by our parts department so they can be prepared for immediate shipping.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Land Pride has always made it a key point to provide the best products and service possible to all of our dealers, as well as our customers. having a team of just over 2,200 employees, and a dealer network of 1,517 dealers allows us to accomplish the daily tasks needed to make sure we provide our customers with the quality products they expect. Getting our products to our customers in a timely manner is a vital component, and our trucking division takes great pride in making this happen. Land Pride is always willing to go above and beyond to meet the needs of our customers, and assist in any way possible in those unfortunate times of disaster.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada distributes Land Pride to 105 dealers in Canada take great interest and pride in supplying their customers the same quality products. Our Canadian dealers have seen rapid growth over the recent years and they continue to provide the same elements that we do here in the United States. Kubota Canada just invested in a new facility to increase product distribution.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Land Pride will be servicing all areas of the United States and Canada.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no participating entities that Land Pride would not fully service.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Land Pride has 3 dealers in Alaska and 2 in Hawaii. We also have one dealer in Puerto Rico. Other locations are serviced by Great Plains International. In most cases the dealers work with a Freight Forwarding Company. Land Pride is responsible for delivery of the equipment to a coastal location, and the dealers Freight Forwarder handles the shipment at that point.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Land Pride would extend terms of any awarded master agreement to non-profit entities.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Land Pride markets our products nationwide, as well as in Canada. We market our products in well over 50 industry publications including placements in Government Product News. We utilize EDA to send out direct mail to prospective end users on a monthly basis. Our in house printing department prints all catalogs that are provided to our dealers at no charge to them, and offer a very attractive co-op program. We maintain a website that features every product we manufacture, focus on branding with the use of social media such as Facebook, Instagram, Pinterest, LinkedIn, and YouTube, as well as attend numerous industry related trade-shows across the country in coordination with our dealers.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Land Pride utilizes a password-protected "Dealer Access" section of our website to disseminate information and communicate electronically with our dealer network. Land Pride uses the web understanding it may be a potential customer's first impression so it should be a good one. As such, Land Pride takes great interest in the analytics of the site - who visits, from where, for how long, and how often. Stats are tracked and recorded. Annually, Land Pride has well over 800,000 visitors to the site with over 50% of them new visitors. Bounce rate is low for this type of site at around 30%. From that we are able to know visitors that come to our site are finding what they expected to find once they reach it.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Land Pride visualizes a joint effort to insure the greatest exposure for Sourcewell and Land Pride with links to the Sourcewell website, utilizing the Sourcewell logo on ad material when appropriate, and joint training. But, Land Pride understands that the majority of the responsibility lies with us alone to ensure the success of the Contract.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Land Pride offers Operator manuals for all of our equipment. We also have a number of videos that demonstrate set-up of certain units. Training is optional through our dealer network and product support team.
42	Describe any technological advances that your proposed Solutions offer.	Land Pride products, for the most part, are drawbar or three-point attachments for grounds maintenance. We are always looking for technological advances in the products themselves, however, Land Pride strives to make the equipment safer and more durable through our Research and Development department. Use of the most current components available keeps our products up-to-date, along with providing added operational safety, and ease of maintenance. Land Pride holds 53 active patents for our landscape / roadside maintenance equipment, seed drills, and construction attachments. These patents offer increased safety as well as ease of operation.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Land Pride continues to make great strides with our "Green Initiative" by following our parent company's moto; "For Earth, For Life". There are a number of environmental conscious projects that we work to improve on every year. We have most recently replaced 33,224 fluorescent bulbs with LED bulbs; installed sensors at the parts washers which allows for water to only be run when a part passes through instead of running all the time. We continuously inspect and replace air compressor lines and hoses to save energy. We have recycled 16,000 tons of scrap steel, 202 tons of steel shot from shot blasters, and steel dust from lasers, 177 pounds of rechargeable batteries, 130 tons of cardboard, paper, plastic bottles and aluminum cans. We have used 3100 tons of absorbent mats that are cleaned and reused instead of using dry sweep that would go into the local landfill. A number of our rotary cutters employ used aircraft tires as an available option to, in a sense, recycle the tires. Land Prides dedication to the environment and earth are of the utmost importance as a manufacturer.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Land Pride has 13 manufacturing plants in Central Kansas, of those 13, seven are used to manufacture Land Pride attachments and implements. These seven locations produce over 500 different models, and occupy over 2.7 million square feet of manufacturing space. A few of our facilities are located in smaller rural communities such as Abilene, Lucas, Kipp, Tipton, Assaria and Ellsworth, Kansas. We find that these smaller communities are ideal us and our employees as they take great pride in their work, and in the products they produce. Plus, it keeps these smaller communities alive instead of dying off, and having no jobs for those that live there. Land Pride also owns and operates its own trucking company to delivery our Land Pride products. This insures that the product arrives in exactly the same condition it was when it left our factory. Another very unique attribute that Land Pride has over its competition is that we are owned by Kubota Tractor Corporation. This give the Sourcewell Member who is looking for a tractor, or skid steer, along with a folding cutter, snow blower, or No-Till Drill the ability to get both from one dealer, in one transaction. Being owned by Kubota allows the Sourcewell Member to get what they want or need in a "One Stop Shop" kind of way. They are able to get their tractor or skid steer and their attachments with one business transaction, from one dealer, and one company with different divisions.
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts.	Our equipment employ a number of safety features that are intended to protect both operators and bystanders. From pictogram decals for those that are reading impaired to safety guarding and led lights on units that are wider than 96". Land Pride and Kubota by Land Pride implements and attachments meet or exceed safety guidelines for the industry. Power Unit-specific features, like emergency stop, operator presence, or ROPS systems, do not directly pertain to our products.
47	Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain.	Many of these features do not apply to Land Pride products, however, units that do benefit from suspension are incorporated with suspension. For example, our Flex Wing Rotary Cutters used for Roadside Mowing feature suspension on the rear axle that controls bounce to minimize tractor operator fatigue. Hook up of our Flex Wings is also made easier with the Land Pride Performance Hitch - that allows for single-person hook up - and a driveline support that aids in hook-up by providing support as the driveline is attached to the tractor's power take-off.
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Land Pride takes places great emphasis on having exceptional serviceability for our products. All of our products are designed to be easily, and safely serviced for general maintenance as well as repairs. Land Pride has a dedicated warehouse where all of our parts for all products are stored. Land Pride has a 96% same day parts shipment percentage rate. We continually conduct inventory on all parts to assure our dealers that we will always have the part they need in stock. Land Pride products carry either a 1yr or 2yr warranty on all parts and labor depending on the product. Our gearboxes will either carry a 5yr or 10yr. warranty depending on the product as well. Our warranty is consistent with the industry average of our competition. In the case of any technical assistance needed by our customers, or dealers, Land Pride has fully staffed parts dept. and service dept. that can be reached by phone or email everyday of the week. It is not unusual for a service lead, or engineering lead to make a trip to our customers location if needed to provide hands on assistance.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Land Pride utilizes our dealer network for all sales. The purchase order is issued to the Land Pride dealer and they in turn invoice the Sourcewell customer. Payment from the customer is collected by the Land Pride dealer as all products purchased will come from the dealers Land Pride account. Some equipment purchased by Sourcewell customers may either be in the dealers paid inventory, or on their floorplan. Either way, the dealer will make payment to Land Pride for the product purchased by the Sourcewell customer. The customer will work directly with the Land Pride dealer regarding payment. The typical payment term is Net 30 to the Land Pride dealer. Typical payment to Land Pride dealers is ACH, or Check. This process allows the customer to work directly with their local dealer of choice, and allows the dealer to provide the complete sales process for the customer.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Land Pride does not directly do any type of product financing for customers; however, customers may visit their local dealer where they can apply through our partnership with Sheffield or Kubota Credit Corporation. The dealer will assist the customer with this process from start to finish.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The Land Pride National Accounts Manager will use the standard quoting template that has been used in the past when quotes are requested from Sourcewell Members. This quote template will include dealer information, customer information, Sourcewell Contract #, Sourcewell logo, description of equipment with any selected options, list price, Sourcewell discount, and Sourcewell Member purchase price. This quote template will be sent to the dealer and Sourcewell Member for review. Once the decision to purchase has been made the Land Pride dealer will enter the order in their EOrder system online. The Sourcewell Member will be able to retain the quote template for future reference if needed. Since equipment is ordered under the Land Pride dealers account the only document the Sourcewell Member will be provided is the Land Pride quote sheet. The Sourcewell Member will pay the servicing dealer.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Land Pride provides all dealers with an E-Price Book with List prices on Dealer Access, which is a dedicated webpage for all Land Pride dealers. They can not only find list pricing on all products, but all of our dealer programs as well. Pricing in our E-Price Book is based on single units if no options exist, or as a base unit with individual options priced separately. Sourcewell Members will be provided "List Price" with a percent-off-list discount that is based on the product ordered. For example: An HR2572 box scraper has a list price of \$4,744 with no options available. For this unit Land Pride offers a 25% off list price for this unit. The Sourcewell Member price would be \$3,558.00. Discounts to Sourcewell Members is based on a percent-off list price.
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell Members will receive the following discounts off list price. Compact Drills/No-Till Drills - 17% Off List Price Folding Rotary Cutters - 32% Off List Price (40 Series and above) All other Land Pride products - 25% Off List Price
64	Describe any quantity or volume discounts or rebate programs that you offer.	We currently do not offer volume discounts. We do offer cash rebates for selected products not financed.
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Every effort is made by Land Pride to meet the needs of our customers. When there are special requests made for Sourced Products or Non-Standard Options, Land Pride would reserve the right to provide a quote to the Sourcewell Member for that product. If the quote is acceptable then a PO would be issued and the sale would proceed.
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only other costs to the Sourcewell Member that is not included in the list price is setup and delivery. The setup and delivery costs are proposed by the Land Pride authorized dealer, and either approved or changed by the Land Pride National Accounts Manager. These costs are closely monitored so they are reflective of the product setup time, and distance of dealer delivery.
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Sourcewell Members will receive free freight from Land Pride to the servicing dealer unless the product is a Compact or No-Till Drill, No-Till Seeder, or a DH7100 Series Disc. These items require freight to be charged due to size and weight. If a member would need their product sooner than what a Great Plains truck can deliver it, then they can choose to have their product shipped LTL which would carry a cost. Any freight cost would be included in the total purchase price of the product for the Sourcewell Member. Any freight cost is typically calculated by the National Accounts Manager to ensure accuracy and up to date freight factors.
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Land Pride has 3 dealers in Alaska and 2 in Hawaii, with one in Puerto Rico. Our other locations are serviced by Great Plains International, and in most cases the dealers work with a Freight Forwarding Company. Land Pride is responsible for delivery of equipment to the coastal locations where the dealers Freight Forwarding Company will handle the shipment from that point forward.
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Land Pride's sister company, Great Plains has a trucking fleet which consists of 75 tractors and 140 trailers which are dispatched to pick up and deliver anywhere in the United States.

70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Land Pride will continue to place Sourcewell orders through our dealers account. This allows the dealer and the Territory Manager visibility of the equipment on order for the Sourcwell Member. The Sourcewell Member is still awarded the appropriate discount off list price based on the product that has been ordered. Tracking of sales is monitored on a weekly basis by the Land Pride National Accounts Manager, and reported to the Vice President of Sales. To ensure that the Sourcwell sales are reported correctly each quarter, Land Pride dealers are required to warranty register each product, as well as apply for their additional dealer net credit after the sale is completed. Land Pride Territory Managers assist in the entire process by providing updates on quotes, and sales not only to the National Accounts Manager, but by updating each quote and sale within our CRM tracking system which is reviewed on a weekly basis. Land Pride has taken it very serious to report the correct sales figures in the past, and will continue to do so in the future..	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Evaluation of the effectiveness of the Sourcewell contract is of the utmost importance to Land Pride. We have a very extensive sales tracking model that is followed on a daily basis. The Land Pride CRM system has been utilized for a number of years now. When quotes are prepared for the Sourcewell Member they are not only delivered to the member, but also the dealer and the Land Pride Territory Manager of that region for follow up. That quote is then entered into our CRM system for future notes, tracking, and updates as to the progress of that quote. Once the quote has become a sale it is updated from a quote to a Closed - Won Sale. By tracking this it allows us to see who has made purchases in that year as well as the dollar amount of the sale as well as the total sales for the year. The CRM system allows us to compare Sourcewell sales to all other sales that are made throughout that year to determine the effectiveness of the contract, as well as provide weekly and monthly charts. This recording process is also used to compare dealer sales with dealer credits that have been applied for from Sourcewell sales by Land Pride dealers.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Land Pride understands that Sourcewell indicates a "Typical Administrative fee" is anywhere from 1% to 2% of the Contract Sales. Land Pride would propose an Administrative Fee of 1% of the Contract Sales.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	17% off Compact Drills / No-Till Drills <ul style="list-style-type: none"> • 32% off Folding Rotary Cutters • 40 Series and Larger • 25% off all other Land Pride products

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Since 1986, Salina, Kansas-based Land Pride, A Division of Great Plains Mfg. Inc. has manufactured high quality products for the turf, ag, and light-construction industries, and has been a leader in grounds maintenance equipment. Land Pride is also recognized across North America as a leader in tractor and skid steer-mounted implements that include Tillers, Grooming Mowers, Folding Rotary Cutters, Over seeders, Snow Blowers, Rear Blades, Landscape Rakes, and Parallel Arms to name just a few. Land Pride also has an extensive line of construction, road, and roadside maintenance attachments such as Angle Brooms, Hopper Brooms, Cold Planers, Road Saws, Stump Grinders, Skid Cutters, Trenchers, Hammers, and Dozer Blades to name a few. Overall, Land Prides product lineup is over 500 different attachments and implements for Sourcewell Members. Please refer to the Land Pride and Land Pride CE catalogs that are attached in the documents section to view our complete lineup.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	IN addition to Right of Way Maintenance Equipment and related Land Pride products can be included in the following categories: Grounds Maintenance, Airport Runway, and Roadway Maintenance.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
76	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Land Pride supplies, Flex Wing Cutters from 12' to 20'. 3PT Boom Mowers. Single Spindle Cutters from 48" to 7'. Dual Spindle Cutters 8' and 10'. Flail Mowers from 4' to 7'.
77	Brush cutters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brush Cutters with capacity to 7" material. These are offered as tractor implements and construction attachments.
78	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Seeders from 4' to 11' wide. No-Drills from 5' to 10' wide. Tillers from 42" to 82" wide.
79	Erosion stabilization and prevention products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our seeders and drills assist in preventing erosion.
80	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our cutters are used to maintain ditches.
81	Dust abatement water trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Implement Price Book.pdf - Monday March 24, 2025 12:23:01
 - [Financial Strength and Stability](#) - Great Plains MFG.pdf - Monday March 24, 2025 14:41:54
 - [Marketing Plan/Samples](#) - LP21_D1_Cutter_Sourcewell.pdf - Monday March 24, 2025 14:10:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcewell Quote Example-LP.pdf - Monday March 24, 2025 12:25:33
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Construction Price Book.pdf - Monday March 24, 2025 12:23:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bubba Simnacher, Vice President of Sales, Land Pride, A Division of Great Plains Manufacturing

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		