

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-1009

Contract #: 20260053

Start date: 12/15/2025

End date: 12/31/2026

Amount: \$ 78,092.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 78,092.00

Contract Type: Goods Only

Contractors Name: Vermeer Illinois Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Vermeer Stump Cutter - Purchase and Delivery



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Vermeer Illinois, Inc.
RELATIVE TO THE VILLAGE'S PURCHASE OF Vermeer Stump Cutter - Purchase and Delivery**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made December 15, 2025, by and between the Village of Orland Park (hereinafter referred to as "Village") and Vermeer Illinois, Inc. (hereinafter referred to as "Vendor") to furnish all goods, materials, supplies, tools, and equipment as set forth herein.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Goods to be Purchased:** The Vendor agrees to and shall provide all of the Goods identified:
 on Vendor's Quote or Proposal Number Q-34974-5 dated November 24, 2025 ("Quote"); or
 on Village's Purchase Order No. _____ dated _____ ("Purchase Order");
which is/are attached hereto and made a part of this Agreement as Exhibit A. The terms, conditions and specifications set forth in Village's Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Vendor. Any provisions in the Vendor's Quote or Proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's Purchase Order shall control.
2. **Not to Exceed Payment:** The Village agrees to pay the Vendor as compensation for Vendor's supply and delivery of the Goods as set forth on the Quote (Proposal) or Purchase Order a total amount of not to exceed \$78,092.00 ("Contract Amount").
3. **Compensation:**
 - A. The Village agrees to pay the Vendor for the Goods in the following manner:
 Payment of Invoice after Delivery: Vendor agrees to and shall submit an invoice which shall be paid by the Village after the delivery in good condition and approval of the Goods; or
 Progress Payments:
 - A. 50% of the base Contract Amount upon execution of this Agreement; and
 - B. 50% of the base Contract Amount upon delivery of all of the Goods to the Village in good condition.
 - Prepayment of Village Order:** The Village agrees to prepay the Vendor for the Goods and related shipping, delivery, and/or set-up; or
- B. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

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4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
 - Scope of Order as set forth in the Vendor’s Quote or Proposal Number Q-34974-5 dated November 24, 2025 (Exhibit A)
 - Village of Orland Park Purchase Order No. _____ (Exhibit A)

5. Time is of the Essence; Delivery Date: Time is of the essence of this Contract. The Goods shall be delivered to the Village as set forth on:
 - The Vendor’s Quote (Proposal), but not later than December 31, 2026.
 - The Village of Orland Park Purchase Order No. _____.
 (hereinafter the “Delivery Date”), barring only Acts of God, due to which the Delivery Date may be modified only if approved in writing by the Village. The Goods shall be delivered FOB to the Village, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the Village.

6. Title and Risk of Loss: Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Village. The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Control and Inspection of Goods: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Goods shall be made after delivery. Final inspection, acceptance or rejection of the Goods shall not impose liability on the Village for Goods or services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Goods until and unless fully corrected and/or replaced as determined by the Village. All Goods delivered and, if applicable, installed by the Vendor shall be in conformance with the Contract Documents as determined solely by the Village and, notwithstanding any conflict with the Contract Documents, the provisions of this Agreement shall take precedence unless the Vendor and an authorized agent of the Village otherwise agree in writing. Unless otherwise specifically stated in the Contract Documents, the Vendor shall provide new commodities, fresh stock, and/or the latest design or package, as applicable. Vendor also warrants and represents that the Goods are and shall remain free from any and all liens, restrictions, encumbrances, claims of infringement, or other third party claims, and that no hazardous materials, including, but not limited to, asbestos or any other toxic or hazardous substances set forth in 29 CFR 1910 Subpart Z—Toxic and Hazardous Substances, are utilized or contained in any of the Goods purchased hereunder. All delivery arrangements shall be made in advance with the Village’s designee. Notwithstanding anything to the contrary in any of the Contract Documents, risk of loss, damage, or destruction to the Goods shall only pass to the Village only upon delivery of the Goods in good condition to the Village.

8. Deficiencies: The Village may, if the Vendor does not correct deficiencies in the Goods with reasonable promptness after receiving a written notice from the Village, deduct the reasonable cost of the correction or cure from the amounts owed to the Vendor or require the Vendor to retrieve the Goods at its sole expense and deduct the full amount of the returned Goods from the Agreement Sum. The rights and remedies of the Village stated in this provision shall be in addition to and not in limitation of, any other rights that the Village may have under other provisions of this Agreement or at law or in equity.

9. Taxes: The VILLAGE is a public body and is exempt from excise, sales and use taxes. Vendor warrants that all material costs and scheduled values have been calculated so as to give the Village its tax exempt status.

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10. **Termination:** This Agreement may be terminated by the Village for cause or convenience upon written notice to Vendor and in the case of Goods manufactured or modified to the Village's specifications, only upon payment of the costs incurred, as approved by the Village, up to the date of termination.
11. **Venue and Choice of Law:** The Vendor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Agreement and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
12. **Nonassignability:** The Vendor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
13. **Notices and Communications:** Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
 Village of Orland Park
 14700 South Ravinia Avenue
 Orland Park, Illinois 60462
 Telephone: 708-403-6108
 Facsimile: _____
 Email: mmazza@orlandpark.org

To the Contractor:

Name: John Switzer
 Vermeer Illinois, Inc.
 2801 Beverly Dr
 Aurora, IL, 60502
 Telephone: 630-820-3030
 Facsimile: _____
 e-mail: john.switzer@vermeeridwest.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

14. **Warranty and Guarantee:** In addition to any manufacturer's warranty(ies) on the Goods to be supplied pursuant to the Contract Documents, the Vendor shall warrant and guarantee the Goods for the greater of (i) a period of two (2) years from the date of delivery thereof to the Village or (ii) Vendor's standard warranty for such Goods (the "Warranty Period"). The Vendor warrants and guarantees that for the Warranty Period the Goods shall be free from all defects and deficiencies, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Vendor shall promptly replace any and all such Goods which have been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents. The cost of repair or replacement shall include all reasonable packaging and shipping costs to Vendor as well as re-delivery to the Village. In the event that the Vendor should fail to make such replacement(s) as the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such replacements.
15. **Commercial General Liability Insurance:** Prior to supplying and/or delivering the goods which are the subject of this Agreement, the Vendor shall be required to provide to the Village evidence of \$1,000,000

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combined single limit per occurrence for bodily injury, property damage, and products/completed operations coverage. The general aggregate amount of such coverage shall be a minimum of \$2,000,000. Such coverage shall name the Village of Orland Park, its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis and provide the Village with a Certificate of Insurance and required additional insured endorsements evidencing such coverage.

Cyber Liability Coverage: for losses arising out of the Vendors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

16. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
17. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
18. Facsimile or PDF Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of an established electronic security procedure mutually agreed upon in writing by the Parties.
19. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
20. Independent Contractor/No Third Party Beneficiaries: Vendor shall be an independent contractor pursuant to this Agreement. Nothing herein shall be construed as creating any agency, partnership, joint venture or other joint enterprise, employment or fiduciary relationship between the parties. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
21. Intellectual Property: Vendor hereby grants to Village a paid-up, non-exclusive, unrestricted license under any and all copyrights for any work of authorship fixed in any tangible medium of expression (including without limitation all drawings, prints, manuals and specifications) furnished hereunder. In the event Village engages Vendor to produce materials which would be considered "Intellectual Property" (including, but not limited to, software programs, scripts, sales/training programs, video photography, photography, advertisements, films, tapes, discs, manuscripts), it is understood and agreed by Vendor that Village will be the sole owner of all intellectual property rights (including without limitation all copyrights) associated with such Intellectual Property. All Intellectual Property shall be considered "works made for hire" to be owned by Village pursuant to 17 U.S.C. §201.
22. Freedom of Information Act Compliance: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park

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will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

- 23. Compliance with Laws: Vendor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the goods to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Vendor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 24. Entire Agreement: This Agreement (including but not limited to the Addendum to Contract and the other Contract Documents and all Exhibits attached hereto which by reference are made a part of this Agreement), are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Vermeer Illinois, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by John Switzer
on 2026-01-28 15:58:39 GMT

By: E-SIGNED by George Koczwara
on 2026-01-30 02:04:31 GMT

Name: John Switzer

Name: George Koczwara

Its Territory Manager & Authorized Agent

Title: Village Manager

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EXHIBIT A
[ATTACH]

Vendor's Quote or Proposal Number Q-34974-5 dated November 24, 2025 or
Village's Purchase Order No. _____ dated _____

1572878-02-6-6

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EXHIBIT A



2801 Beverly Drive
Aurora, IL 60502
630-820-3030
www.vermeermidwest.com

11/24/2025

Quote #: Q-34974-5

PO #:

Bill To:

**Orland Park Village of
Michael Mazza
15655 Ravinia Ave.
15750 S. LaGrange Road
Orland Park, IL 60462
7084036108**

Ship To:

**Orland Park Village of
Michael Mazza
15655 Ravinia Ave.
15750 S. LaGrange Road
Orland Park, IL 60462
7084036108**

To Whom It May Concern:

I would like to submit this quote to you.

1 New Vermeer SC48TX VALUE PACKAGE W/ YJ AND TELEMATICS

\$70,703.00

- ~ Catapillar 48 HP T4F/Stage V Engine, 123 Ft. Lbs Torque
- ~ Beltless Direct Drive System
- ~ Weighs 3,750 Lbs
- ~ 14.5 Gallon Fuel Tank
- ~ 2~speed Rubber Track Self~Propelled Ground Drive
- ~ Expandable/Retractable Undercarriage from 35" to 49"
- ~ Swing Out Operator Control Station
- ~ Patented Auto Sweep
- ~ Backfill Blade
- ~ Radio Remote Control
- ~ Includes 2 buckets of Yellow Jacket Teeth
- ~ 1 Year /1,000 –Hour Standard Vermeer Limited Warranty
- ~ 3 Year / 3,000 – Hour Limited Warranty On Gearboxes & Driveline
- ~ 2 Year / 2,000 Hour Standard Caterpillar Engine Warranty per Engine Manufacturer
- ~ Sourcewell Contract #010925-VRM

CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT

\$6,689.00

CONFIDENCE PLUS PREMIUM PACKAGE

- ~ 24 Additional Months of Extended Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components, which adds up to 36 total months of warranty coverage.
- ~ Engine Warranty Not Included.

PLANNED MAINTENANCE (Intervals @ 50, 250, 500 hours)

- ~ Parts & Labor rates are locked in and pre-paid for up to the selected hours of maintenance coverage or 5 years from date of purchase, whichever occurs first.
- ~ Number and hours of planned maintenance intervals vary by model. See Vermeer Midwest Rep for details.
- ~ Includes comprehensive inspections with each planned maintenance service.
- ~ Wearable Items Not Included.

TRAVEL

Initials: _____

Quote #:Q-34974

~ 60% discount from published travel rates at the time of occurrence for PMs and warranty services for Extended Warranty term.
Charge is per occurrence.

DIAGNOSTICS

~ Diagnostics offered at no charge for entire Extended Warranty term.

Untaxed Machine	\$70,703.00
Freight and Prep	\$700.00
Warranty	\$6,689.00
Grand Total	\$78,092.00
-----	-----
Total Due	\$78,092.00
-----	-----

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 0 months based on \$0 down - 0	

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

John Switzer
john.switzer@vermeermidwest.com

Initials: _____

Quote #:Q-34974



MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Vermeer Manufacturing Company dba Vermeer Corporation

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 Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (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 February 24, 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.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:
 - a) Tree cutting, trimming and removal equipment;
 - b) Automated, remote, or robotic tree maintenance equipment;
 - c) Stump cutters and grinders;
 - d) Brush and limb chippers;
 - e) Portable tree and brush incineration equipment;
 - f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders
- 8) **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.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **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.
- 11) **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.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.

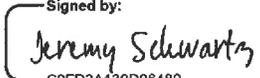
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

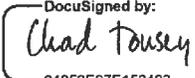
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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

Vermeer Manufacturing Company
dba Vermeer Corporation

Signed by:

 By: _____
 C0FD2A139D08489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/27/2025 | 9:06 PM CST

DocuSigned by:

 By: _____
 04052E97E152483...
 Chad Tousey
 Title: Corporate Account Manager
 Date: 2/27/2025 | 3:13 PM PST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: Vermeer Corporation
Does your company conduct business under any other name? If yes, please state: ?
Address: 1210 E Vermeer Road
Pella, Iowa 50219
Contact: Chad Tousey
Email: ctousey@vermeer.com
Phone: 641-629-6903
Fax: 641-629-6903
HST#: 42-0663191

Submission Details

Created On: Tuesday November 26, 2024 21:41:17
Submitted On: Thursday January 09, 2025 14:11:04
Submitted By: Chad Tousey
Email: ctousey@vermeer.com
Transaction #: 0c066024-ae0b-45c8-bebb-00754b59a37b
Submitter's IP Address: 155.190.17.7

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.	Vermeer Manufacturing Company (dba Vermeer Corporation)
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).	MV Solutions
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: YDPEXR9BJCP6 CAGE: 11457
5	Provide your NAICS code applicable to Solutions proposed.	333112
6	Proposer Physical Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A
7	Proposer website address (or addresses):	www.vermeer.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):	Chad Tousey Corporate Account Manager 1210 Vermeer Road East, Pella, Iowa 50219 ctousey@vermeer.com sourcewell@vermeer.com 641-629-6903
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Account Manager 1210 Vermeer Road East, Pella, Iowa 50219 ctousey@vermeer.com sourcewell@vermeer.com 641-629-6903
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Austin Ashbacher Corporate Account Sales Manager 1210 Vermeer Road East, Pella, Iowa 50219 aashbacher@vermeer.com 641-621-7522

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.	<p>Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More." In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 7 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications. Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 150 dealerships in the US and Canada. This includes 137 dealerships covering all the United States and 13 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.</p>
12	What are your company's expectations in the event of an award?	<p>In the event the Sourcewell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcewell has its own unique attributes, we would continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcewell program, which we feel also provides great value to any existing or potential member. Vermeer would continue to put a strong focus on training; utilizing Sourcewell's assets (web training, promotional literature, contract support and the new Marketplace) and our assets (internal training links, education of sales representatives on the street with the assistance of Government Solutions Team (GST), encouraging dealers to attend Sourcewell Sales Accelerators, Academies, Universities and promoting Sourcewell at trade shows where Vermeer is exhibiting.</p>
13	<p>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.</p>	<p>See Document: Financial Strength and Insurance</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Brush Chippers: Greater than 35% Stump Cutters: Greater than 35% Compact Utility Loaders: Greater than 15% Articulated Compact Utility Loaders: Greater than 10%</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Brush Chippers: Greater than 35% Stump Cutters: Greater than 35% Compact Utility Loaders: Greater than 15% Articulated Compact Utility Loaders: Greater than 10%</p>
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.	<p>None</p>

17	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and a wholly owned manufacturing subsidiary in Freeman, South Dakota. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.</p> <p>Vermeer's dealers are dedicated to Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup.</p> <p>The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members.</p> <p>The entire Vermeer dealership network has a limited number of independent principal owners and works directly with Vermeer Corporation. Vermeer Corporation's collaboration with their dealer network creates a relationship of professionalism and shared values.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Vermeer holds a certificate of existence to do business in the state of Iowa, along with certificate of insurance.</p> <p>See Document: Financial Strength and Insurance</p>
19	<p>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.</p>	<p>None</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>January 2020 – January 2025</p> <ul style="list-style-type: none"> • Vermeer Recognized as a Gold Association of Equipment Manufacturers (AEM) Advocacy Award (2024) • VTX-600 - Top 20 Coolest Things Made in South Carolina (2024) • Mary Andringa Inducted Into HDD Hall of Fame (2024) • ZR5-1200 - Coolest Things Made in Iowa (2024) • The Vermeer VX75 vacuum excavator earns a spot in Equipment Today's Top 50 New Products (2024) • Prometheus Award Winner – UX/CS Achievement of the Year (2024) • Electrex Innovator of the Year: Collin Johnson (2024) • ENOVIA Champions Excellence Award Recipient: Nick Martens (2024) • Telly Awards for Vermeer Visual Content Studio (2024) • Forbes Top Mid-Size Employer (2022,2023) • Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020, 2021, 2022) • Investments Eddy Awards (2021) • Equipment Dealer's Association Dealer Choice Award (2019, 2020) • Des Moines Register's Top 100 Workplaces in Iowa (2021, 2022) • Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020) • Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame • Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service • Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top 10 Young Professionals Award • Vermeer Corporation awarded 2021 Trade & Industry Magazine's CiCi (Corporate Investment/Corporation Impact Award in the Community Impact category for work following tornado • Red Rock Area Top 10 Under 40 Seth Williams (2020) • Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020)
21	What percentage of your sales are to the governmental sector in the past three years?	<p>2022: 4.7% 2023: 5.1% 2024: 5.8%</p>
22	What percentage of your sales are to the education sector in the past three years?	<p>2022: 1.2% 2023: 1.5% 2024: 1.8%</p>
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>State of Delaware (Adopted in 2024) \$0 State of Iowa: \$100K</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>None</p>

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 *
City of Scottsdale	Josh Dukelow	480-312-5715
City of San Diego	Ralph Monroy	619-527-7577
City of Roseville	Tiffany Valdez	916-746-1109
City of Glendale	Connie Schneider	623-930-2868

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.	Factory product specialists and our dealership network consists over 500 sales reps in the United States and Canada. Vermeer and its dealers can sell and support our products across all of North America, Hawaii and the Caribbean. This entire group focuses on Vermeer products such as the Tree Maintenance equipment included in this RFP and overall customer support.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Vermeer has 137 dealership locations in the United States, 13 dealership locations in Canada, each with numerous salespeople. With this dealership group, we can sell and support Vermeer’s entire product line and our customers throughout all North America and Hawaii. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 500 individuals in the United States and Canada. See Document: Ability to Sell and Deliver Service-Warranty
28	Service force.	Vermeer Corporation has 75 factory service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of over 700 service technicians in the United States and Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships have multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the Sourcewell member’s facilities.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Since Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer’s obligations under this agreement and/or engage those dealers as subcontractors to fulfill the same. Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder.” Vermeer Corporation will utilize a Business-to-Government order process and funds flow. The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below: Customer contacts the local dealer or factory for Sourcewell for a contract purchase Determine if local agency is Sourcewell member If member – proceed If not a current member – assist agency with online membership application Dealer determines product specifications and supplies quote Pricing – percentage discount from catalog pricing Develop quote with: Machine pricing Freight Quote presented to local agency. Accepted – proceed to order process. Denied – Dealer does not proceed, seeks possible assistance from Vermeer Corporate & Sourcewell Dealer will use machine from current inventory or places an order and delivers when available.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. Vermeer parts are backed by a proven distribution and service network.</p> <p>Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in: Vermeer University training programs — an industry leading, field-proven educational training program Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support Typically, a service representative is available at the point of contact to discuss a service concern or issue. Response times to begin service work can vary depending on seasons and daily workload, but often service work itself can be done within hours or shortly thereafter.</p> <p>Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world. Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field.</p> <p>Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs. Vermeer is the only utility equipment manufacturer that backs its products with an exclusive worldwide dealer organization. Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships. Vermeer is recognized as having one of the industry's best response times and overall product support.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Vermeer is honored to have held a NJPA/Sourcewell contract since 2009. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving and selling our quality Tree Maintenance products to the Sourcewell membership in the United States and Canada.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada. Vermeer continues to see an increase in Canoe opportunities through our Sourcewell contracts and have put an emphasis on dealer training. We look forward to continuing this growth in Canada through Canoe with all of Vermeer's Sourcewell contracts.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Vermeer is capable of serving all geographic areas in the United States and Canada. See Document: Ability to Sell and Deliver Service-Warranty
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.	None
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>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.</p>	<p>Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have dedicated training programs and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts.</p> <p>Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers.</p> <p>Additional digital marketing efforts include adding details of the benefits of utilizing Sourcewell into our geotargeting tactics. This gives us the ability to direct advertising on individual electronic devices (advertising you see on Facebook, Google, etc.) based on the location of the electronic device. An example of current geotarget locations include the 20 miles around specific dealerships. When someone comes within those 20 miles they will begin seeing Vermeer advertising on their cell phone. The advertising produced in the geotargeting marketing tactic will direct viewers back to the dedicated Sourcewell landing page on Vermeer.com.</p> <p>In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page. https://www.vermeer.com/na/equipment/financing/government-solutions In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer includes information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.</p> <p>See Document: Marketing</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization (SEO). Our internal digital marketing team is continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Environmental Facebook page with over 60,000 followers, Vermeer Industrial Instagram page with over 20,000 followers) to further drive awareness of our Sourcewell contract.</p> <p>We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility.</p> <p>As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.</p>

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?	<p>Vermeer views Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing.</p> <p>We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada. The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page. The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a University, Sales Accelerator event or a vendor training event. In addition to all the support provided through trade shows and overall passion for Sourcewell, Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows. At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture and continue to invest in training and support resources available to and for our dealers.</p> <p>Along with a dedicated internal governmental department, Vermeer has partnered with GST - Government Solutions Team, LLC as an additional support resource. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor salespeople and governmental fleet customers about Sourcewell. GST helps support and creates partnerships our dealers. This also includes helping overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.</p>
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.	Vermeer continues to explore the feasibility of implementing an E-procurement and E-Marketplace system.

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.	Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one on one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States and Canada.
42	Describe any technological advances that your proposed Solutions offer.	Vermeer is considered to be the innovator within the industry creating newer, more efficient products. We are continuously developing environmental and economic features in our products. Each product has its own features and benefits. Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products. Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products. The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e., construction or environmental and by industry like Tree Maintenance. This provides the members with information that is specific to their application and helps make the purchasing decision more efficient. A local Vermeer dealer can be located using the 'Dealer Locator' feature on www.vermeer.com.

<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Energy Reduction and Waste Management is ingrained in the Vermeer culture and processes. An 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage.</p> <p>Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light. Resource Conservation is achieved in three ways, Reduction, Reuse and Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms. At least 76% of Vermeer's waste is recycled. About 3000 pounds of organic waste is composted every month. Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent.</p> <p>Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include: Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions. All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment. Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.</p> <p>Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include annual waste collection days during Earth Day for the local community. Environmental education grants Environmental Educational Tours and Programs (Teachers / Students / Community) Support volunteerism for disaster clean-up and recovery efforts Environmental Internships Partnerships with colleges for technical educational programs that benefit the environment. Product Innovation</p> <p>Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as: Bio-waste conversion to energy and ethanol Geothermal applications Wind energy Water quality Waste processing and composting Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power.</p> <p>The Vermeer line of organic recycling equipment – including whole tree chippers, horizontal and tub grinders, and compost turners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid. Whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities. From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process.</p> <p>Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels. Innovations in Vermeer products help reduce environmental impact.</p> <p>Ecolde™ engine control system on select brush chippers on this RFP monitor engine inactivity to help reduce fuel consumption and noise. Vermeer puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. Vermeer has also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.</p> <p>Future Goals – Our continued efforts to minimize waste and conserve natural resources will ensure our operations remain environmentally sustainable. The focus will be: Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage. Complete a water usage analysis and set new goals for reductions and reuse. Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.</p>
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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.	<p>Small Spark Ignition (SSI) gasoline engines require EPA certification for evaporative emissions (unburned hydrocarbons – which is the loss of unburned gasoline vapor). SSI engines used by Vermeer are spark ignited engines of ≤19kW (25hp) or ≤30kW (40hp) if the engine displacement is <1000cc and EPA designated as Class II (non-handheld engine of ≥225cc displacement).</p> <p>Evaporative emissions certification does not apply to SSI engines using gaseous fuels such as Propane, Natural Gas, Hydrogen, etc., strictly gasoline only.</p> <p>This SSI option is included on the following models in this RFP: SC292 SC30TX SC362 SC382 BC700XL BC900XL</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Vermeer Corporation celebrates 7 decades of manufacturing. From modest beginnings, quality product innovations and demand has allowed the company to expand offering in more than 60 countries. Our full line is considered the innovator of quality products and safety within the industry. The reputation of the Vermeer brand allows for typically higher resale of used equipment bringing more value to the governmental agency. Vermeer's product support is among the best in the industry, enabling the equipment investment to last longer, again adding value. Vermeer implements a training program for customers helping to maintain a safe work environment for the operators. Vermeer is the only supplier that can offer such a wide variety of equipment</p>
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.	<p>Vermeer places a strong emphasis on safety across all its operations and products including the equipment offered in this RFP.</p> <p>Vermeer brush chippers come with several safety features and guidelines to ensure safe operation. Vermeer brush chippers are equipped with a bottom feed stop bar; a crucial safety feature designed to enhance operator safety while feeding material into the chipper. This bar is strategically located at the front of the feed table, allowing operators to shut off the feed mechanism if necessary. When the bottom feed stop bar is triggered, it stops only the feed roller, not the drum. The sensitivity settings of the stop bar can be adjusted to minimize unintended stops caused by material striking the bar. The Brush Chipper Safety Messages document outlines various warnings and precautions, such as reading the operator's manual and safety signs, wearing personal protective equipment (PPE), keeping spectators away, and being cautious of engine exhaust and pressurized fluids. Additionally, the Brush Chipper SEC (Safety Engineering Considerations) document provides guidance on the design, development, and enhancement processes of Vermeer brush chippers to ensure they meet safety standards.</p> <p>Vermeer stump cutters come with several safety features and guidelines to ensure safe operation. Enhancement processes of Vermeer stump cutters ensure they meet safety standards. The cutter wheel joystick has operator presence which prevents the machine from running unless a hand is present on the joystick. If the joystick is not being held, the cutter wheel will shutoff to prevent the operator from getting to it while in operation. Vermeer has produced several operation and safety videos for their stump cutters. These videos cover topics such as transporting and setting up the cutter, using proper PPE, and maintaining the cutting system.</p> <p>Vermeer compact utility loaders come with several safety features and guidelines to ensure safe operation. The operator presence does not allow the loader to operate if no one is physically active on the machine. Vermeer recommends safety measures, such as wearing eye protection, safety hard hats, safety shoes, hearing protection, and high-visibility clothing if working near traffic. It also emphasizes the importance of not wearing wristwatches or any jewelry, wearing gloves when handling hydraulic hoses and quick connects, and ensuring close-fitting clothing and confined long hair.</p> <p>Vermeer has produced several operation and safety videos for their articulated loaders. These videos cover topics such as transporting and setting up the loader, using proper personal protective equipment (PPE), and maintaining the machine. Additionally, it's important to follow the do's and don'ts for safely operating articulated loaders, such as being aware of power lines and underground utilities and using common sense by reading and understanding the manual and safety procedures.</p>

47	Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.	<p>Vermeer Brush Chippers have the operator controls placed in an ergonomic position, so the operator is not having to bend over to use the machine. Larger chippers can also be operated with a remote control.</p> <p>Compact Loaders have “springier” platform that came out a couple of years ago. This allows comfort for the operator, especially if they must get on and off the loader consistently. If the operator is limited to the machine, the seat and optional cab of the articulated loaders is recommended.</p> <p>Vermeer’s larger stump cutters give the user an option to either work at the machine or with a remote. This limits them from having to always be in touch with the machine to operate.</p>
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>Vermeer has a world class parts center based in Pella, Iowa that capable of shipping and expediting parts to all dealers when needed. Also, the dealer’s stock a large selection of parts that can be shipped or delivered as needed to Sourcewell members. Vermeer has a standard warranty that comes with every machine along with the option to purchase an extended warranty and service plan to be managed and implemented between the dealership and member. Vermeer Telematics is an online tool that tracks machine productivity and manages jobsites. It enables fleet or operations managers to access real-time data about the GPS location, productivity (including idle times and fuel consumption), and maintenance requirements of their Vermeer equipment. The system sends alerts when a machine operates outside its expected GPS location and notifications for planned maintenance or service needs. Additionally, Vermeer Telematics records both machine idle times and estimated fuel consumption to help manage operating costs.</p> <p>See Attachment: Ability to Sell and Deliver Service-Warranty</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Vermeer has a business partner who is certified HUBZone and Small Business. With this program federal agencies can purchase and be compliant with the set aside parameters.
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 checked="" type="radio"/> Yes <input type="radio"/> No	Small Business Partner
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.	Payment Terms are Net30. Cash, Credit, Financing and Leasing are available.
59	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available. This includes municipal leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to customize payments to a member's budget and capital availability. Rates and terms can vary and be tailored to the members needs and qualifications.
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.	Transaction documents will vary by dealer location, but typically a signed sales order and/or purchase order is acceptable.
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?	Since Vermeer dealers will be receiving payments directly from members, P-card procurement will be at their discretion and may vary from dealer to dealer.
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.	Vermeer offers Sourcewell members a discount up to 14% for the offering in the Tree Maintenance Equipment, Attachments, and accessories. There is a pricing list included with the RFP that incorporates the appropriate and stated discount for each unit and options for each model. The price list utilizes model numbers and sales codes rather than SKU numbers. In order to determine total price, the Vermeer dealer will utilize the discounted amount on the price list and provide freight and prep depending on the model. We will continue to work with Sourcewell to refine this method if needed. See document: Pricing
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.	Pricing is a percentage discount from list price ranging from 7% to 14% on equipment.
64	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealership network has the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.
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.	Sourced Goods or Open Market Items are available to members through Vermeer dealers. The pricing for the goods and services will be based on fair market value and determined between the customer and dealer. These products should be complimentary to the Vermeer equipment included in the Sourcewell purchase. These sourced or open item purchases will not be included on the Sourcewell sales reports.

66	<p>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.</p>	<p>Equipment Parts- Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price.</p> <p>There are some specific local and state taxes that might be included in the acquisition price from the dealer. Few examples are the following:</p> <p>RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment.</p> <p>RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges:</p> <p>CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation.</p> <p>Tire tax of \$1.75 per tire. This is required for anything with tires.</p> <p>Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.</p> <p>While Vermeer historically implements any price increases on an annual basis, volatility or changes in the procurement market like we experienced post-COVID can impact this schedule. A quote could include a pending or upcoming price increase if the machine is anticipated to be delivered after the increase is implemented as these costs are absorbed by our dealer network. These increases are capped at 4% per quarter and cannot be implemented more than 4 times in a 12-month period. This is consistent and included with our current contracts.</p>
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>The freight cost for each piece of equipment is determined by the dealer based on the equipment size and distance from the manufacturing location. The member's final price should be determined by using the contract price of the equipment and dealer freight and prep. The freight and prep. This amount should be itemized separately and does not qualify for the model discount.</p>
68	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>We have Vermeer dealerships covering Alaska, Hawaii, and Canada. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.</p>
69	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel.</p>
70	<p>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.</p>	<p>Each dealer can qualify for funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who was the purchasing member. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation provides current contract pricing and instructions on our internal dealer website and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program. The dealer submissions are reviewed on a monthly basis and reported to Sourcewell along with the administrative fee.</p>
71	<p>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.</p>	<p>Vermeer has a 15-year sales history with NJPA/Sourcewell, showing consecutive year-over-year growth. We assess our success by comparing it to the previous year's growth and tracking dealer engagement through quotes, sales, and training. Additionally, we use internal metrics to monitor purchases via Sourcewell or the bid process, helping us evaluate the effectiveness of our contract purchasing focus.</p>

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.	Vermeer Corporation proposes a 0.75% administrative fee to Sourcewell on monthly equipment sales. This aligns with our other contracts, and Vermeer will cover the entire fee without requiring dealers to contribute.	*
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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.	The pricing is better than if the member did not utilize a contract for purchasing or went to bid.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Brush Chippers- Vermeer brush chippers are highly valued by municipalities, arborists, contractors, and tree care crews for their ability to efficiently clear wood debris and logs or limbs with small to medium diameters. They are built with exclusive features that promote easy operation, high efficiency, and operator safety. The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing, while the Ecolde™ engine control system saves fuel and reduces noise by automatically reducing engine speed after periods of inactivity.</p> <p>Stump Cutters- Vermeer stump cutters are known for their power, agility, and toughness, making them suitable for almost any tree stump removal project. They come with a range of horsepower options, from 25 to 115 hp (18.6-85.8 kW), and feature the exclusive AutoSweep® system, which sweeps away tree stumps one pass after another. Vermeer stump cutters are designed to provide faster, easier serviceability, and extended tooth life. They also have models with tracks that provide low ground bearing pressure, reducing the possibility of turf damage.</p> <p>Compact Utility Loaders- Vermeer mini skid steers, designed for professional landscapers and tree care contractors, fit into tight spaces and are lightweight. They feature a universal mounting plate for quick attachment hookup and offer a variety of attachments. With an operating capacity from 500 lb to 1600 lb (226.8 kg to 725.7 kg) and industry-leading safety features, these skid steers easily maneuver around tough worksites, reducing workloads efficiently.</p> <p>Articulated Utility Loaders- Vermeer offers a range of compact articulated loader models designed for diverse applications, such as tree care and landscaping. Articulated loaders are recognized for their exceptional maneuverability, efficient material handling capabilities, and minimal turf disruption. These features make them an excellent solution for addressing labor challenges at the job site. The ATX720 model is equipped with manual valves and switches to ensure straightforward operation, while the ATX530 model features an electric over hydraulic joystick for precise control.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	None

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	Tree cutting, trimming and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Compact and Articulated Loaders ranging from 25hp - 57hp *
77	Automated, remote, or robotic tree maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Remote options available on some Brush Chippers and Stump Cutters models *
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models ranging from 25hp - 115hp *
79	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brush Chippers ranging from 25hp - 275hp *
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vermeer does not supply incineration equipment, but brush chippers turn limbs and logs into wood chips. *
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Compact and Articulated Loader attachments

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 - Pricing.pdf](#) - Thursday January 09, 2025 12:08:08
- [Financial Strength and Stability - Financial Strength and Insurance.pdf](#) - Thursday January 09, 2025 13:03:15
- [Marketing Plan/Samples - Marketing.pdf](#) - Thursday January 09, 2025 12:03:21
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Standard Transaction Document Samples](#) (optional)
- [Requested Exceptions](#) (optional)
- [Upload Additional Document - Ability to Sell and Deliver Service.Warranty.pdf](#) - Thursday January 09, 2025 12:06:11

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. - Chad Tousey, Corporate Account Manager, Vermeer Corporation

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
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	<input checked="" type="checkbox"/>	1



DISCLOSURE TYPE:
___ Original
___ Amended
___ 1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

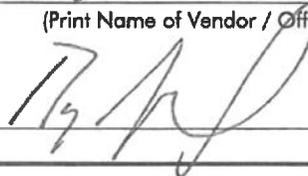
a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Ryan Priola, as Sales Manager, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Vermeer Illinois Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: 

Date: 1/6/25

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwara

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O’Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Ryan Priola, as Sales Manager
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Vermeer Illinois Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 36-3436232
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation IL 1970
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned Small Business (SBA standards)
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned Small Business (SBA standards)
- Women-Owned Prefer not to disclose
- Veteran-Owned Not Applicable
- Disabled-Owned

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition,

the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) TAX CERTIFICATION: Yes No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

RYAN POLDO

Name of Authorized Officer

SALES MANAGER

Title

1-5-26

Date



ORLAND PARK

* See Attached

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

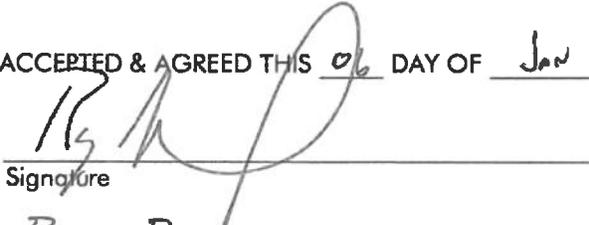
If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 06 DAY OF Jan, 2026


Signature

Ryan Prada
Printed Name & Title

Authorized to execute agreements for:

Vermeer Midwest
Name of Company



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED VERMEER - ILLINOIS, INC. 2801 BEVERLY DR AURORA, IL 60502-9763
POLICY NUMBER SEE CERTIFICATE # 80.0		
CARRIER SEE CERTIFICATE # 80.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 80.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**SECONDARY POLICY(S)**

Business Auto N N 1855391 04/01/2025 04/01/2026 COMB SINGLE LIM-EA ACC \$1,000,000

ADDITIONAL INSURED INCLUDES VILLAGE OF ORLAND PARK, ITS RELATED ENTITIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
 THE GENERAL LIABILITY COVERAGE CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATEHOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works

Date 12/15/25

Division (if applicable) NRF

Description of Good/Service Vermeer Stump Cutter - Purchase and Delivery

Manufacturer or Supplier Vermeer Midwest

Dollar Amount \$78,092.00

Co-op Purchasing Contract # Sourcewell Contract #010925-VRM

Have Adequate Funds Been Budgeted For This Purchase? Yes

No

Account number(s) 3008040-570300

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

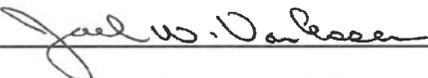
Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- State of Illinois Joint Purchase Program
- NWMC/Suburban Purchasing Cooperative
- The GSA Schedules
- Sourcewell
- Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- Choice Partners Cooperative
- The Interlocal Purchasing System (TIPS)
- Purchasing Cooperative of America
- Good Buy Purchasing Cooperative
- Omnia Partners - Public Sector
- National Intergovernmental Purchasing Alliance
- The National Cooperative Purchasing Alliance
- HGACBuy
- Municipal Partnering Initiative (MPI)
- Midwestern Higher Education Compact
- National Purchasing Partners (NPPGov)
- 1Government Procurement Alliance (1GPA)
- National BuyBoard (BuyBoard)
- Other: _____

Requested By:

Name	Signature	Date
Staff Contact Mike Mazza		12/15/25

Department Head Joel Van Esse		12/15/25
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Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A

Have you received a CRT summary from the Risk Manager? Yes No N/A



Contractual Risk Transfer Evaluation Summary

Date 1/7/26

Vendor/Contractor Name: Vermeer-Illinois, Inc.
 Contract/Project Name/ #: Vermeer Stump Grinder - Goods Only Purchase
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Goods Only
 Contract/Project Summary: Vermeer Stump Grinder - Goods Only Purchase
 Policy Expiration Date: 4/1/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$20M/\$20M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

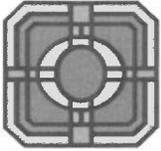
ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-1009

File ID: 2025-1009	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 12/08/2025
Agenda Entry: Vermeer Stump Cutter - Purchase and Delivery		Final Action: 12/15/2025

Title: Vermeer Stump Cutter - Purchase and Delivery
--

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Vermeer, Sole Source Request Form

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	12/08/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/15/2025	APPROVED				Pass

Text of Legislative File 2025-1009

Title/Name/Summary

Vermeer Stump Cutter - Purchase and Delivery

History

One of the largest obstacles faced by the Public Works Department's Natural Resources and Facilities (NRF) Tree Crew is getting to tree stumps in difficult to access locations (i.e. pond shoreline, narrow easements, heavily forested areas). This type of work is currently completed by using equipment undersized for the task or by contracting the work out if the situation is deemed unsafe or impractical.

To address this issue, the Public Works Department investigated options and is requesting approval for the purchase of a Vermeer SC48TX Stump Cutter. Due to the narrow body and tracks that retract to thirty-five (35) inches wide (they also extend to forty-nine [49] inches for stability), this piece of equipment would allow staff to safely reach hard-to-access areas. To minimize jobsite cleanup, the stump cutter comes with a backfill blade to reduce the need to manually relocate wood chips once operations are complete.

In addition to operability, the SC48TX Stump Cutter offers safety options currently unavailable to NRF staff. The swing out control station helps protect the operator from thrown objects while providing optimal visibility, while the operator presence system allows the cutter wheel to automatically stop when the operator releases the hydraulic cutter wheel controls. Finally, Staff would be able to control the machine with a wireless remote control, allowing the operator to control the stump cutter from safe vantage point.

Staff is requesting approval to the utilize Sourcewell Contract #010925-VRM and award the purchase and delivery of one (1) SC48TX Stump Cutter to Vermeer Midwest of Aurora, IL for an amount not to exceed \$78,092.00. Funding was allocated for this stump cutter in the FY2026 Public Works budget.

It should be noted that the new Vermeer Stump Cutter will replace an existing Carlton 2400-4 Stump Grinder purchased in 2001. Because of its limited maneuverability and cutting power, the Carlton gets very little use and will be auctioned upon purchase of the new Vermeer equipment.

Financial Impact

The purchase of a Vermeer SC48TX Stump Cutter was budgeted in FY2026 in the amount of \$80,000.00 under account 3008040-570300.

Recommended Action/Motion

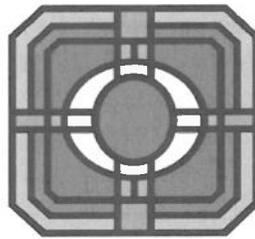
I move to approve participation in joint purchasing cooperative Sourcewell pursuant to Contract #010925-VRM and authorize the approval and execution of a vendor contract with Vermeer Midwest of Aurora, IL for the purchase of one Vermeer SC48TX Stump Cutter per Quote Q-34974-5 dated November 24, 2025 for a total not to exceed contract price of \$78,092.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, December 15, 2025

7:00 PM

Village Hall

Board of Trustees

*Village President James V. Dodge, Jr.
Village Clerk Mary Ryan Norwell
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

2025-1009 Vermeer Stump Cutter - Purchase and Delivery

One of the largest obstacles faced by the Public Works Department's Natural Resources and Facilities (NRF) Tree Crew is getting to tree stumps in difficult to access locations (i.e. pond shoreline, narrow easements, heavily forested areas). This type of work is currently completed by using equipment undersized for the task or by contracting the work out if the situation is deemed unsafe or impractical.

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I move to approve participation in joint purchasing cooperative Sourcewell pursuant to Contract #010925-VRM and authorize the approval and execution of a vendor contract with Vermeer Midwest of Aurora, IL for the purchase of one Vermeer SC48TX Stump Cutter per Quote Q-34974-5 dated November 24, 2025 for a total not to exceed contract price of \$78,092.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Mary Ryan Norwell

Mary Ryan Norwell, Village Clerk

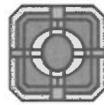
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

December 19, 2025

John Switzer
Vermeer Midwest
2801 Beverly Drive
Aurora, IL 60502

NOTICE OF AWARD – Purchase of Vermeer Stump Grinder

Dear Mr. Switzer,

This notification is to inform you that on December 15, 2025, the Village of Orland Park Board of Trustees approved awarding Vermeer Midwest the contract in accordance with the proposal #Q-34974-5 you submitted dated November 24, 2025, for Purchase of Vermeer Stump Grinder for an amount not to exceed seventy-eight thousand ninety-two and 0/100 (\$78,092.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 7, 2026.

- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Business Relationship Disclosure Form
- Certificate of Compliance
- Insurance Requirements Form

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted Ivana Lisnich, Management Analyst, at ilisnich@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,



Mike Mazza
Operations Manager – Natural Resources and Facilities

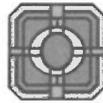
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

January 30, 2026

John Switzer
Vermeer Midwest
2801 Beverly Drive
Aurora, IL 60502

NOTICE TO PROCEED – Purchase of Vermeer Stump Grinder

Dear Mr. Switzer,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed Contract Number #20260053 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

