Offer Responses Document

DIAMOND MOWERS, LLC

DUNS : 069314479

Offer Control Number : JA1C633I

Solicitation Number : FFAH-C2-990235-B

Refresh Number : 24

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## Company Information

<table>
<thead>
<tr>
<th>Business Address</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>350 EAST 60TH STREET NORTH,</td>
<td>DIAMOND MOWERS, LLC</td>
</tr>
<tr>
<td>SIOUX FALLS, SD - 571040423, USA</td>
<td>PO BOX 85030,</td>
</tr>
<tr>
<td></td>
<td>SIOUX FALLS, SD - 57118, USA</td>
</tr>
</tbody>
</table>
## Existing Contract Information

<table>
<thead>
<tr>
<th>Contract No</th>
<th>Termination Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
Preponderance Of Work Information

Vendor Selected Preponderance of work: 333111

SIN Information

Response for 271 101-Construction Equipment and Attachments: -

NAICS is the North American Industry Classification System for classifying establishments by type of economic activity, emphasizing what your company does.

- 333111

What is your company's total projected annual sales to the Government under this SIN for the contract base period (excluding optional contract renewals)?

- 500000

What is the Scope for this SIN?

- Contractor will provide domestic delivery only

Maximum Order Limit

- 2000000
**Standard Responses**

### Disaster Purchasing

Does the offeror agree to voluntarily participate in the Recovery Purchasing Program as described in 552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (JUL 2016) and 552.238-79 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (JUL 2016)?

**Yes**

### Exceptions To Terms And Conditions

Does the offeror take exception to any of the Terms and Conditions (Contract Clauses) presented in Part II of the Solicitation Document? (If "yes" is selected, the offeror must provide documentation for each contract clause selected for exception. The exception(s) the offeror requests will be negotiated with the GSA Contracting Official(s).)

**No**

### Exceptions To Certs And Reps (52.212-3)

The offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference? (If "No" is selected, the offeror must submit an attachment listing the paragraph(s) which have changed and identify, after each paragraph, what has changed. Please title the attachment, 'Exceptions to Certs and Reps-52.212-3.')

**No**

### Employment Eligibility Verification (Jan 2009) (52.222-54)

As per the FAR, Clause 52.222-54, Employment Eligibility Verification (Jan 2009), Federal contractors and subcontractors are required to begin using the U.S. Citizenship and Immigration Services' E-Verify system to verify their employees' eligibility to legally work in the United States.

**Yes**

### Minimum Order Limit

Please enter the minimum order limit allowed on the contract:

100000

### Subcontracting Plan (N/A to Small Business Concerns) (52.219-9)

Do you wish to create/upload a subcontracting plan at this time? (Note: Please note that "other than small" businesses may be required by the contracting officer to submit a subcontracting plan prior to being awarded a contract. For more information on determining business size, please visit www.sba.gov/size)

- Are you a 'not for profit' entity? **No, We are NOT a not-for-profit entity.**
- Are you a domestic firm, or a foreign firm? **Yes, We are a domestic firm.**
- Based on the criteria of the NAICS code you have selected as your preponderance of work, would you be considered a small business, or an other-than-small business? **Yes, We would be considered as a "small" business.**

**SubContracting Plan Required : No**
Clause and Vendor Responses

Begin Regulation

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
(OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [ ] not [✔] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [✔], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [ ] are not [✔] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ] have not [✔], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer
is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [✔], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

End Regulation

Begin Regulation

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision —

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings).
This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

**Federal contracts and grants with total value greater than $10,000,000 means —**

1. The total value of all current, active contracts and grants, including all priced options; and

2. The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

**Principal** means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [✔] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

1. Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
   
   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in —

   (A) The payment of a monetary fine or penalty of $5,000 or more; or

   (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

   (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

2. If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in System for Award Management, which can be accessed via https://www.sam.gov

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**End Regulation**

**Begin Regulation**

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [✔] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<table>
<thead>
<tr>
<th>Other Place of Performance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>County</td>
</tr>
<tr>
<td>1000 West Cherokee Street, Sioux Falls, SD 57104, UNITED STATES</td>
<td>Minnehaha</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plant or Facility If Other Than Bidder</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>County</td>
</tr>
</tbody>
</table>

End Regulation
(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer’s ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity’s invoices sent to GSA will only delay your payment.

Vendor Response: Remittance Address

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Diamond Mowers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention</td>
<td>Aleyda Leone</td>
</tr>
<tr>
<td>Address1</td>
<td>350 E 60th St N</td>
</tr>
<tr>
<td>City</td>
<td>Sioux Falls</td>
</tr>
<tr>
<td>State</td>
<td>SD</td>
</tr>
<tr>
<td>Zip</td>
<td>57104</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Phone</td>
<td>605-977-3300</td>
</tr>
<tr>
<td>Fax</td>
<td>605-655-5870</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aleone@diamondmowers.com">aleone@diamondmowers.com</a></td>
</tr>
</tbody>
</table>
Vendor Response: Ordering Receipt Information

<table>
<thead>
<tr>
<th>ReceiptType</th>
<th>Facsimile Transmission or</th>
</tr>
</thead>
<tbody>
<tr>
<td>FacsimileFax</td>
<td>605-655-5870</td>
</tr>
</tbody>
</table>
G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION
(JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic:

NAME ____________________________________________
TITLE ____________________________________________
ADDRESS ____________________________________________
ZIP CODE ____________________________________________
TELEPHONE NO. (_______) __________________ FAX NO. ________________________
E-MAIL ADDRESS ____________________________________________

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME ____________________________________________
TITLE ____________________________________________
ADDRESS ____________________________________________
ZIP CODE ____________________________________________
TELEPHONE NO. (_______) __________________ FAX NO. ________________________
E-MAIL ADDRESS ____________________________________________
paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor’s designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) Domestic:

NAME ______________________________________________________________________
TITLE ______________________________________________________________________
ADDRESS ___________________________________________________________________
ZIP CODE ___________________________________________________________________
TELEPHONE NO. ( _____ ) ___________ FAX NO. _______________________
E-MAIL ADDRESS ____________________________________________

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME ______________________________________________________________________
TITLE ______________________________________________________________________
ADDRESS ___________________________________________________________________
ZIP CODE ___________________________________________________________________
TELEPHONE NO. ( _____ ) ___________ FAX NO. _______________________
E-MAIL ADDRESS ____________________________________________

End Regulation

Vendor Response: Contact for Contract Administration (Domestic)

<table>
<thead>
<tr>
<th>Name</th>
<th>Jessica Kortals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Sales Support Manager</td>
</tr>
<tr>
<td>Address1</td>
<td>350 East 60th Street North</td>
</tr>
<tr>
<td>City</td>
<td>Sioux Falls</td>
</tr>
<tr>
<td>State</td>
<td>SD</td>
</tr>
<tr>
<td>Zip</td>
<td>57104</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Phone</td>
<td>605-977-3317</td>
</tr>
<tr>
<td>Fax</td>
<td>605-977-0000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jkorthals@diamondmowers.com">jkorthals@diamondmowers.com</a></td>
</tr>
</tbody>
</table>
Vendor Response: Order POC

<table>
<thead>
<tr>
<th>Name</th>
<th>Aleyda Leone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Sales Support Admin</td>
</tr>
<tr>
<td>Address1</td>
<td>1000 West Cherokee Street</td>
</tr>
<tr>
<td>City</td>
<td>Sioux Falls</td>
</tr>
<tr>
<td>State</td>
<td>SD</td>
</tr>
<tr>
<td>Zip</td>
<td>57104</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Phone</td>
<td>605-977-3300</td>
</tr>
<tr>
<td>Fax</td>
<td>605-977-0000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aleone@diamondmowers.com">aleone@diamondmowers.com</a></td>
</tr>
<tr>
<td>DunsNumber</td>
<td>069314479</td>
</tr>
</tbody>
</table>

Vendor Response: Industrial Funding Fee

<table>
<thead>
<tr>
<th>Name</th>
<th>Aleyda Leone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Sales Support Admin</td>
</tr>
<tr>
<td>Address1</td>
<td>1000 West Cherokee Street</td>
</tr>
<tr>
<td>City</td>
<td>Sioux Falls</td>
</tr>
<tr>
<td>State</td>
<td>SD</td>
</tr>
<tr>
<td>Zip</td>
<td>57104</td>
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<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Phone</td>
<td>605-977-3300</td>
</tr>
<tr>
<td>Fax</td>
<td>605-977-0000</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:aleone@diamondmowers.com">aleone@diamondmowers.com</a></td>
</tr>
<tr>
<td>DunsNumber</td>
<td>069314479</td>
</tr>
</tbody>
</table>
The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

<table>
<thead>
<tr>
<th>NAMES &amp; TITLES</th>
<th>TELEPHONE NUMBERS</th>
<th>ELECTRONIC MAIL ADDRESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor Response For: K-FSS-1 - Authorized Negotiators

Negotiators marked with (*) are "Authorized to Sign"

<table>
<thead>
<tr>
<th>NAMES &amp; TITLE</th>
<th>TELEPHONE NUMBERS</th>
<th>ELECTRONIC MAIL ADDRESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Jessica Korthals &amp; Sales Support Manager</td>
<td>605-977-3317</td>
<td><a href="mailto:jkorthals@diamondmowers.com">jkorthals@diamondmowers.com</a></td>
</tr>
<tr>
<td>Aleyda Leone &amp; Sales Support Admin</td>
<td>605-977-3313</td>
<td><a href="mailto:aleeone@diamondmowers.com">aleeone@diamondmowers.com</a></td>
</tr>
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## List of Uploaded Documents

<table>
<thead>
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<th>Document Category</th>
<th>Document - Label/Name</th>
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<tbody>
<tr>
<td>Commercial Sales Practices Format</td>
<td>Diamond Mowers Commercial Sales Practice 01_17_2019</td>
</tr>
<tr>
<td>Copy of Order Form for Past Performance Evaluation</td>
<td>Diamond Mowers Past Performance Evaluation Order Form 01_17_2019</td>
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<tr>
<td>Exceptions to Certs and Reps - 52.212-3</td>
<td>Diamond Mowers Exceptions Statement 01_17_2019</td>
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<td>Order Form for Past Performance Eval</td>
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<td>Other (optional-offeror defined)</td>
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<td>Diamond Mowers Pathway to Success Certificate 01_17_2019</td>
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<td>Diamond Mowers Past Performance Evaluation 01_17_2019</td>
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<td>Diamond Mowers Proposal Checklist 01_17_2019</td>
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<td>Readiness Assessment</td>
<td>Diamond Mowers Readiness Assessment 01_17_2017</td>
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