



**MASTER AGREEMENT #091024**  
**CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related**  
**Accessories, Equipment and Services**  
**SUPPLIER: Textron E-Z Go LLC**

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 Textron E-Z Go LLC, 1451 Marvin Griffin Road, Augusta, GA 30909 (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 November 13,2028, 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# 091024 to Participating Entities. In Scope solutions include:
  - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
  - b) Parking enforcement, patrol and EMS solutions;
  - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
  - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
  - e) Food and beverage solutions, athletic and campus-use vehicles.
- 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 form 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.

Notwithstanding the foregoing, Supplier is not required to indemnify, defend, save, or hold harmless Sourcewell for any claims or causes of action that are solely caused by the negligent acts or omissions of Sourcewell.

- 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
  - 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 through blanket endorsement as evidenced on the Certificate of Insurance 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 blanket endorsement required by this Agreement or other insurance applicable

to 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**

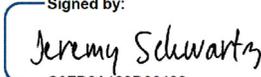
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Textron E-Z Go LLC

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 12/3/2024 | 3:38 PM CST

DocuSigned by:  
  
 By: 1D07F1407D82476...  
 Rocco Sica  
 Title: General Counsel  
 Date: 12/3/2024 | 1:27 PM PST

# RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

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## Vendor Details

Company Name: Jacobsen  
Does your company conduct business under any other name? If yes, please state: Textron E-Z-GO LLC  
Address: 1451 Marvin Griffin Road  
Augusta, GA 30906  
Contact: Morgan-Ann Baker  
Email: mbaker04@textron.com  
Phone: 706-550-8808  
HST#: 05-0315468

## Submission Details

Created On: Tuesday September 03, 2024 08:50:46  
Submitted On: Monday September 09, 2024 12:38:05  
Submitted By: Rocco Sica  
Email: TSVlegaldepartment@textron.com  
Transaction #: 6523708d-d92e-44e3-9a1a-5ceaeca2d1f6  
Submitter's IP Address: 32.66.192.49

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**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.	Textron E-Z-GO LLC
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).	Textron E-Z-GO LLC has no subsidiaries, D.B.A.s, authorized affiliates, or any other entities responsible for offering and performing delivery of Solutions within the Proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Textron Inc.'s Unique Entity Identifier (UEI) is M9EUUX4966S5.
5	Provide your NAICS code applicable to Solutions proposed.	336999
6	Proposer Physical Address:	1451 Marvin Griffin Road Augusta GA 30909
7	Proposer website address (or addresses):	- <a href="https://www.ezgo.tsxsv.com">https://www.ezgo.tsxsv.com</a> - <a href="https://cushman.txtsv.com">https://cushman.txtsv.com</a>
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):	Rocco Sica General Counsel 1451 Marvin Griffin Road Augusta GA 30909 rsica@textron.com • 762-343-0856
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Morgan-Ann Baker Sr. Government Sales Manager 1451 Marvin Griffin Road Augusta GA 30909 mbaker04@textron.com 706-550-8808
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Victoria Ferreira Customer Experience Manager Sr. 1451 Marvin Griffin Road Augusta GA 30909 vferreira@textron.com 706-772-1746

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>During a hot summer in 1954, in a cramped one-room machine shop in Augusta, Georgia, E Z GO® was born. Two brothers started with a simple belief that they could build a better golf car — one that meets the needs of the customer better than any other vehicle on the market.</p> <p>From those humble beginnings, E Z GO has become a world leader in transportation and a leading global manufacturer of golf cars, utility vehicles and personal transportation vehicles. From our headquarters in Augusta, we build tens of thousands of vehicles each year, many of which feature game-changing technology and innovations to improve vehicle efficiency and enhance the user experience like no other vehicle can. All but one example, our exclusive AC Drive, found in the E Z GO RXV golf-cart platform, uses an alternating-current motor and electrical powertrain to deliver unparalleled hill-climbing power and vehicle performance with unmatched energy efficiency, with industry-leading features like a parking brake that automatically engages whenever the vehicle stops.</p> <p>E-Z-GO is also well known for its business and operational excellence. In 2009, E-Z-GO received the coveted Shingo Prize for Operational Excellence. That same year, the company's Augusta facility was named one of Industry Week magazine's top 10 manufacturing plants in North America. The company's facilities follow ISO 9001 standards.</p> <p>Since 1960, E Z GO has been part of Textron Inc. (NYSE: TXT), a global multi-industry company headquartered in Providence, RI. A Fortune 500 company with more than 35,000 employees worldwide and operations in 25 countries, Textron is known for its powerful brands, including E Z GO, Cessna, Beechcraft, Hawker, Bell Helicopter, Jacobsen and Kautex, among others.</p> <p>Today, E Z GO vehicles are designed and manufactured by Textron Specialized Vehicles, a division of Textron Inc. that also manufactures commercial and industrial utility vehicles, recreational side-by-side UTVs, and ground support equipment for the aviation industry. E Z GO stands alongside its sister Textron Specialized Vehicles brands — Arctic Cat®, Jacobsen®, Cushman® and Textron GSE — as leaders in the respective industries they serve.</p> <p>But more than 60 years after the first E Z GO vehicle was built in that sweltering one-room shop, there is still that single belief — that we exist to build vehicles and services that exceed the expectations of the customer, better than any other offering on the market. It is the drive to sustain and improve that position — to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service — that leads E Z GO to cover new ground.</p> <p>Our Mission: We are passionate people creating vehicles that make life easier, more productive and fun.</p> <p>Our Values: We Have the Will to Win, We Win When We Work Together, We Listen to Decide, We do What We Say, We Act with Confidence</p> <p>Industry Longevity: E-Z-GO plans to be a \$1.3B business by 2028. We will continue to invest in our innovative products lines with new and exciting product launches.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, we will begin implementing a strategic plan focused on Sourcewell. We will ensure that our distributor and dealer channel support the award and have a thorough understanding of the contract details, compliance benchmarks and reviews, and pricing policies.</p> <p>Our primary focus is on implementing best practices and will utilize the Sourcewell team to ensure these benchmarks are being met.</p>
<p>13</p>	<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>We have uploaded our 2023 Annual Report in the document upload section.</p>

14	What is your US market share for the solutions that you are proposing?	<p>We sell through three primary channels; Commercial/Government; Consumer; and Golf.</p> <p>Our Commercial/Government channel that focuses on private enterprises, public enterprises, and Federal/State/Local agencies. We also support our Consumer market. The current market share estimate for these categories is ~50% although due to market data that is available, we are not able to provide an exact percentage.</p> <p>Our Golf sector supports private, public, and municipal course. The market share for golf is 41%. We are the market share leader.</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	Our current Canadian market share data is limited due to the data that is currently available. However, in our golf channel, we own an estimated 23% of the market share.	*
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.	Not Applicable.	*
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>We would best be described as option B (Manufacturer). We are supported by an internal sales team of 60 individuals that cover our commercial/government, consumer, and direct golf business.</p> <p>We have an additional 13 distributors and 600+ dealers that cover the continental United States, Hawaii, and Canada. They have an additional 210 outside sales representatives that support their businesses.</p> <p>These dealers and distributors have been trained on Public Sector and compliance. They have certified technicians that complete golf car and utility service and warranty. Additionally, these dealers and distributors support our sales processes and will there to assist with any Sourcewell customer needs.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not Applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not Applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Textron Inc:</p> <ul style="list-style-type: none"> <li>- Recognized by Fortune Magazines' "World's Admired Companies" list for 2022</li> <li>- Recognized Forbes' as "World's Best Employers" for 2020</li> <li>- Recognized by Forbes as "Best Employers for Diversity"</li> <li>- Recognized by Forbes' as "America's Best Employers for Women" in 2019</li> <li>- Recognized as Newsweek's "America's Greatest Workplaces", "America's Greatest Workplaces for Parents and Families", and "America's Most Responsible Companies"</li> <li>- Handshake Early Talent Rewards</li> <li>- Match 2023 Campus Forward Awards</li> <li>- HBCU Top Supporter</li> </ul>	*
21	What percentage of your sales are to the governmental sector in the past three years?	With the utilization of cooperatives, state contracts, and our federal GSA Schedule, we have been able to grow our government sales to 2% of our overall sales volume in the past three years. Our commercial and government sector are projected to grow over the next five years with further resources being allocated to the business sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Our education sector sales have been less than one percent of our total sales. However, our business is strategically growing our presence in the education sector over the next year with more focused attention and resources.	*

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?	<ul style="list-style-type: none"> <li>- Sourcewell: ~\$3,217,917</li> <li>- BuyBoard: ~\$5,075,969</li> <li>- OMNIA: ~\$36,041,078</li> <li>- Oklahoma State: ~\$51,523</li> <li>- Louisiana State: ~\$1,471,037</li> <li>- CMAS: ~\$192,041</li> <li>- Alabama State: \$124,541</li> <li>- Georgia State: ~\$8,403,954</li> <li>- Florida State: ~\$495,404</li> <li>- ESCNJ: ~\$150,845</li> </ul>
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?	Textron Inc. currently holds a GSA contract (GS-03F-066DA). This GSA contract has been held by Textron for over thirty years. In the last three years, our sales have been \$2,325,995.

**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 *
Reeves County Golf Course	Elizabeth Terrazas	(432) 287-3073
University of Georgia	John Crumbley	(706) 369-5739
Los Angeles County of Sanitation District	Edward Gomez	(562) 755-9243

**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.	<p>Our sales team is made up of 60 factory sales representatives from E-Z-GO and Cushman. We have an additional 210 distributor and dealer outside sales representatives who work with 600 partners in the network.</p> <p>Our factory and outside sales representatives have been trained on government cooperatives, state contracts, and our GSA federal contract and understand compliance and regulations.</p> <p>We have a Government Sales Manager that is responsible for completing these trainings with our factory and outside sales representatives. They are responsible for the communication with contract administrators and ensure reporting is completed.</p> <p>We have an additional internal representative that completes monthly and quarterly sales reporting, order update requests, and order escalations.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We have a total of 13 distributors and 600+ dealer in the United States, Hawaii, and Canada.</p> <p>Per our dealer agreements, these partners are responsible for keeping sufficient product stock, service trainings and completing service/warranty work, and having an outside sales representative.</p> <p>Our distributor partners fully understand our products and will be able to assist Sourcewell customers.</p> <p>Our distributor and dealer network can be found in the below locators:</p> <p><a href="https://www.cushman.txtsv.com/commercial/shopping-tools/find-dealer">https://www.cushman.txtsv.com/commercial/shopping-tools/find-dealer</a>  <a href="https://ezgo.txtsv.com/personal/shopping-tools/find-dealer">https://ezgo.txtsv.com/personal/shopping-tools/find-dealer</a></p>

28	Service force.	<p>We have 87 factory certified E-Z-GO and Cushman field service technicians across the continental United States. Additionally, we have 600+ distributors and dealers that support service and warranty. These distributor and dealer service technicians are required to complete training and certification with our internal teams. This is completed at the time of becoming a distributor/dealer. We also provide supplemental trainings that focus on specific topics such as, but not limited to, ELiTE lithium technology, Hauler ELiTE Diagnostics, Engine Failure Diagnostics, How-To's, etc.</p> <p>We supplement our factory direct technicians and distributor/dealer technicians with our internal call center that is available to customers for diagnostic issues, parts information, and additional questions. They can be reached at 888-438-3946.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process is primarily completed through our distributor and dealer partners. When a Sourcewell customer has received a quote from a dealer or distributor, they will submit the final Purchase Order to the dealer/distributor for submission to E-Z-GO/Cushman.</p> <p>Once the order is received, it will be reviewed by our sales operations team before it is entered to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature authorizing the sale.</p> <p>In the case that there is no distributor or dealer presence in a given territory, the Sourcewell customer would work directly with our Regional Sales Manager team and Government Sales Manager for quotation and ordering. All details for contractual discounts, contract information, etc. will be reviewed to ensure compliance.</p>	*
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>Our customers will receive a point of contract at the time of delivery; this will be primarily our dealer and distributor network. They will be introduced and given the best email address and phone number to reach in case it is needed for service or warranty work. In the case where a quick diagnostic call or question arises, the customer can contact our internal call center at 888-438-3946.</p> <p>We expect no more than 24-hour response time to emails and phone calls for service or warranty inquiries. The dealer or distributor partner will schedule time with the customer based on the best timing for schedules to complete service work; service calls are expected to be completed in 7 days of contact (via phone call or email). All cases of escalation will be sent to the Government Sales Manager at E-Z-GO/Cushman.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We would like to offer our full lineup of E-Z-GO and Cushman products to all Sourcewell participating agencies in the United States. With our expanding internal focus and strategic growth in the Public Sector space through cooperatives such as Sourcewell, we believe that our ability to provide these products would add additional value to all participating agencies. This can be seen in the addition of our factory sales representatives and they regional strategies and growth alongside our dealer and distributor channel.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our current focus of growth is the Canadian market. This can be seen with our growing number of distributor and dealer partners across the country. While we do not have full coverage currently, we are willing provide products and service across the market.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Through the proposed agreement, we will not be fully serving the following markets:</p> <ul style="list-style-type: none"> <li>- Alaska</li> <li>- Canada</li> </ul>	*
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.	<p>We will be able to provide our solutions and service to all Participating Entities in the continental United States and the state of Hawaii. Currently, we will not be able to provide full access to our solutions and service in the state of Alaska due to dealer and distributor coverage.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>The current restrictions for our solutions to participating entities include Alaska as we do not have a dealer/distributor presence within the state.</p> <p>We will be able to provide full products and services to the state of Hawaii as we have dealer presence.</p> <p>For U.S. Territories, we do have dealer representation in Guam, Puerto Rico, U.S. Virgin Islands. These distributor partners can be found on the dealer locator:</p> <p><a href="https://ezgo/txtsv.com/international-distributors">https://ezgo/txtsv.com/international-distributors</a></p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, we will extend terms to nonprofit entities.</p>	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promoting Sourcewell is to ensure that information about our contract opportunity is readily available on both our E-Z-GO and Cushman websites. We have also created marketing materials such as flyers and pamphlets that readily promote our cooperative participation.</p> <p>We utilize our social media accounts to promote our products to end customers. These can be found in the below links:</p> <ul style="list-style-type: none"> <li>- <a href="https://www.facebook.com/EZGOVehicles/">https://www.facebook.com/EZGOVehicles/</a></li> <li>- <a href="https://www.facebook.com/CushmanVehicles/following">https://www.facebook.com/CushmanVehicles/following</a></li> <li>- <a href="https://www.instagram.com/ezgovehicles">https://www.instagram.com/ezgovehicles</a></li> <li>- <a href="https://www.instagram.com/cushman_vehicles">https://www.instagram.com/cushman_vehicles</a></li> <li>- <a href="https://www.twitter.com/ezgovehicles">https://www.twitter.com/ezgovehicles</a></li> <li>- <a href="https://www.twitter.com/CushmanVehicles">https://www.twitter.com/CushmanVehicles</a></li> <li>- <a href="https://www.linkedin.com/showcase/ezgovehicles">https://www.linkedin.com/showcase/ezgovehicles</a></li> <li>- <a href="https://www.linkedin.com/showcase/cushman-utility-vehicles">https://www.linkedin.com/showcase/cushman-utility-vehicles</a></li> </ul> <p>In addition to our social media and digital marketing plans, we have heavily invested in our presence at local and national Public Sector focused trade shows and regional events. We would represent this opportunity by including specific literature and other materials to customers. Additionally, we have created a partnership with National Cooperative Procurement Partners.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>E-Z-GO and Cushman supports our digital marketing decisions by tracking digital metrics through our websites and our social media platforms. Currently our social media platforms for both the E-Z-GO and Cushman brands are Facebook, X, Instagram, LinkedIn, and YouTube.</p> <p>We use a lead generation tool called Rollick that can be accessed through our "Request a Quote" tool on the E-Z-GO and Cushman websites. Rollick categorizes specific customer demographics to better understand what customers are purchasing. Additionally, we use email marketing for current customers to ensure they are receiving up-to-date information as they move through the purchasing process.</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>We believe that Sourcewell's role will be highlighting the ease of use and benefits with the cooperative contract to participating partners. Additionally, ensuring that this information is readily available to Sourcewell members who may seek out products listed in this RFP.</p> <p>We would continue training our internal sales and distributor/dealer outside sales representatives on the contract specifications. This will help us in the promotion of our contract to all participating customers. Additionally, we would like to create further marketing materials that can be utilized throughout the sales process.</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.	<p>Currently, we do not offer an e-procurement solution for ordering new vehicles. These will be submitted through the distributor/dealer point-of-contact or factory sales representatives. The government sales manager will be included in the process for ordering.</p> <p>For all parts and accessories order, we do offer an e-procurement solution through the following web address: <a href="https://ezgo.txtsv.com/personal/parts-accessories">https://ezgo.txtsv.com/personal/parts-accessories</a>. These will be sent directly from our parts ordering site to the parts department. We offer NET 30 payments or via credit cards in the portal. If applicable, a tax exemption from the customer can be provided and attached to the order.</p>

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
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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.	<p>Upon delivery of the product, our distributor/dealer partners will complete a operator training of the basic items on the golf or utility cart. This will include a walk around of safety and operational items, a maintenance overview (Owner and Operator manuals), and an Owner's Guide will be provided for each unit received. The below links will provide further information on digital operator guides for both E-Z-GO and Cushman:</p> <p><a href="https://ezgo.txtsv.com/personal/owners/owners-manuals">https://ezgo.txtsv.com/personal/owners/owners-manuals</a>  <a href="https://www.cushman.txtsv.com/owners/find-manual">https://www.cushman.txtsv.com/owners/find-manual</a></p> <p>Safety Videos are also available in our YouTube channel:  <a href="https://www.youtube.com/@CushmanCommunications/video">https://www.youtube.com/@CushmanCommunications/video</a></p> <p>For further information or additional training, our team can be notified and schedule additional follow-up.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>E-Z-GO and Cushman are the market leaders when it comes to advancements in product engineering. With our ELiTE lithium technology, AC Drive powertrain, and EX-1 gas engine, we are pushing the boundaries for our golf and utility platforms. Lastly, our investment in our PACE Technology brand, a fully integrated software platform, has allowed for more efficient and safer use of our golf and utility carts in the golf and commercial/government industries.</p> <ul style="list-style-type: none"> <li>- ELiTE Lithium: Zero maintenance, faster and more efficient charge, lower cost of ownership, 5-year battery warranty, better for turf due to lower vehicle weight.</li> <li>- AC Powertrain - Increased Efficiency, especially when it comes to hill climbing ability.</li> <li>- EX-1 Gas Engine - Best in class fuel economy, smooth and quiet ride, with more responsive acceleration.</li> <li>- PACE Technology - Optimizes operations by allowing full analysis on travel time, cart paths, cart user data and tracking. Additionally, our technology offers diagnostics of the vehicle. In commercial setting, PACE has the ability to be used as a advertising platform, interactive experiences, geofencing options to reduce carts leaving a designated area (i.e., keep in/out, speed reductions for safety, messaging from administration, etc.)</li> </ul>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We have partnered with Samsung to create our industry leading ELiTE Lithium battery. This battery technology reduces charge time and takes half the out-of-wall energy as a lead-acid golf cart. In addition, our EX1 gas engine provides best-in-class fuel economy and produces the lowest emissions of any golf car on the market. With both drivetrains – one of our marketing objectives is to communicate the "green" benefits to end customers and utilize these as a key feature.</p> <p>Additionally, our 2023 TSV Sustainability Report with further information on our green initiatives is uploaded to the documents section.</p>	*
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>Through our owned PACE Technology, we now have further capabilities of seeing golf and utility vehicle usage, milage accumulation, number of hours running, cart path, and efficiency. This allows customers to understand the usage of their golf and utility assets to ensure full efficiency or reduction needs to meet sustainability goals.</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>E-Z-GO is the market leader in the golf cart and utility vehicles industry. With our proven ELiTE lithium batteries (partnered with Samsung), we can provide end users with a zero-maintenance solution that allows for opportunity charging when you need it the most. With the reduction in weigh due to the compact size of the battery, this allows for less damage to turf surfaces in all applications. Additionally, we offer our EX-1 gas engine that has best in-class fuel economy.</p> <p>Our Custom Solutions team has the capability to create a wide range of customized vehicles including specialty builds such as ADA wheelchair carts, ambulance utility vehicles, etc. Alongside our wide variety of product offerings, we have trustworthy dealers and distributors partners that will be there to support all customer needs. These attributes make E-Z-GO/Cushman a trusted partner for Sourcewell members.</p>	*
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	<p>We offer a variety of safety features that are either standard production items or can be added by our Custom Solutions department. A few of these options include seat belts, headlights, brake lights/taillights/turn signals, rear-view mirrors, left and right mirrors, horn, backup alarm, operator presence switch, slow moving vehicle sign, battery disconnect and lockout, fire extinguisher, back up camera, etc.</p>	

47	Are your products equipped with GPS or telematics features or other route optimization options?	<p>All E-Z-GO and Cushman models are compatible with our internal Pace Technology GPS and telematics offerings. These are not currently standard on all vehicles but is an option for Sourcewell customers. This includes a screenless option called the Shield model or a 7" and 10" enhanced graphics screen.</p> <p>Pace Technology allows for customers to view golf and utility vehicle usage, mileage accumulation, number of hours running, cart path, and efficiency. Additionally, Pace Technology offers additional safety features such as weather alerts, speed limit zones, pin code screen-based access, RFID readers, etc. Further information can be found at the following links:</p> <p><a href="https://ezgo.txtsv.com/fleet/why-e-z-go/pace-technology">https://ezgo.txtsv.com/fleet/why-e-z-go/pace-technology</a>  <a href="https://www.cushman.txtsv.com/pace-technology">https://www.cushman.txtsv.com/pace-technology</a></p>
48	Describe how your products positively contribute to environmental concerns such as air pollution.	<p>With our ELiTE lithium electric product lineup that spans across our E-Z-GO and Cushman, customers are actively choosing the alternative electric option that produces zero tailpipe emissions.</p> <p>Additionally, Textron Specialized Vehicles is dedicated to making a positive impact on the environment outside of just our product offerings. This has been achieved through reduction of GHG emissions and a focus on a sustainable supply chain. Further information can be found in the 2023 TSV Sustainability Report attached in the Documents section.</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 re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	Our payments terms are Net 30. We accept ACH payments, checks, and credit card payments.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Our commercial financing partner, Wells Fargo, has financing option that are available for both educational and governmental agencies. E-Z-GO has a designated Wells Fargo representative who works with end customers on financing documentation processes and procedures.	*
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.	At the time of transaction documents, we will provide an order form similar or equivalent to the attached that will show the selected golf or utility vehicle, warranty statement for the given vehicle, contract information, and signature authentication.	*
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?	Yes, we do accept P-card procurement payment at no additional cost to the Sourcewell participating entity. The participating entity will need to state they are using the P-card prior to placing their order to ensure correct payment is marked.	*
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.	Our pricing model has been outlined in the documents upload section. We are proposing a discount off list price/MSRP that is a national pricing structure. All pricing to Sourcewell participating entities is not to exceed. This will be monitored and audited to ensure compliance with the pricing structure.	*
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.	Our proposed discount is discount off list price/MSRP for both the base vehicle and all listed corresponding accessories.  This discount is as followed: <ul style="list-style-type: none"> <li>- EZGO Expresses (EFI Gas) - 25% off MSRP</li> <li>- EZGO Expresses (ELiTE lithium) – 10% off MSRP</li> <li>- EZGO Liberty (ELiTE lithium) – 10% off MSRP</li> <li>- EZGO Liberty LSV (ELiTE lithium) – 10% off MSRP</li> <li>- EZGO RXV's (EFI Gas) - 25% off MSRP</li> <li>- EZGO RXV's (ELiTE lithium) – 10% off MSRP</li> <li>- EZGO Valors - 10% off MSRP</li> <li>- Cushman Shuttles (EFI Gas) - 25% off MSRP</li> <li>- Cushman Haulers (EFI Gas) - 25% off MSRP</li> <li>- Cushman Haulers ELiTE (ELiTE lithium) - 10% off MSRP</li> <li>- Cushman Shuttles ELiTE (Lithium) - 10% off MSRP</li> <li>- Cushman Tour LSV (ELiTE lithium) – 10% off MSRP</li> <li>- Cushman Hauler LSV (ELiTE lithium) – 10% off MSRP</li> <li>- Cushman Industrial Vehicles (Minute Miser, Stock Chaser, Tug 8K, and Titan XD 2 &amp; 4-Passenger) - 10% off MSRP</li> </ul>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Our contract pricing is very competitive in the marketplace. No additional rebate program will be offered.  In the case of an opportunity with higher quantities or competitive landscape, we will take an additional discount percentage into consideration. This will be considered on a case-by-case basis.	*
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.	All our base vehicles and corresponding listed accessories will have a set discount off list price/MSRP. We will not be sourcing other products that would be considered or referred to as open market or non-standard options.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only item that will be listed as “open market” will be local distributor/dealer predelivery inspection, setup, and local delivery. This rate is determined by the dealer/distributor and will be added to the quotation provided. The rate will be determined on the extensiveness of setup/delivery but will be fair and reasonable.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight per unit will be an additional cost to the Sourcewell participating entity. Our freight rates are determined by the model of the vehicle and the state that it is shipping to.  The current freight matrix for the United States and Canada is attached in the documents section for further review.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The published freight rate for each model and providence in Canada have been attached in the documents section.</p> <p>Our freight rates for Alaska and Hawaii are separate freight quotes from third-party logistic vendors. During the quotation process, the rate will be provided, and shipment will be arranged to the final destination. Please note, our distributor/dealer presence in Alaska is limited.</p>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The published freight rate matrix attached in the document section is what we primarily work off. For all shipments to other countries, outside of Canada, we can arrange shipment to a freight forwarder in the United Staes. At the point of pickup from the freight forwarder, the customer will be invoiced for the product purchases and any damages would be at the customer's expense.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>As current contract holders, we will continue to send over our quarterly sales reporting to Sourcewell with all details specified. This will be sent from our internal point-of-contact after reviewing all documents submitted and verifying each sale.</p> <p>To ensure compliance is met for all Sourcewell customer sales, we run all sales through several checkpoints to ensure pricing is in alignment with contract specifications. At the time of ordering, the order is keyed internally with our SAP production system and specified as a "Sourcewell" contract sales. Once completed, this order will be tied to a sales order number and a serial number(s) within SAP and Salesforce to ensure easy access to each order. Details tied to this order include the customer's name, bill-to and ship-to addresses, Sourcewell member number, dollar amount of the sale, customer purchase order number, a copy of the quote, shipment information, and final proof of delivery. Should any further information or order details be needed by Sourcewell, we are able to provide.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>To ensure we have success with the Sourcewell contract, we would monitor the following internal metrics: Sales Volume, Model Types Sold, Subcategory of Sourcewell customer sold-to (i.e., K-12, Higher Education, etc.), and Sales Velocity.</p> <p>Currently, we complete internal audits with our Sourcewell contract to ensure we are meeting the sales goals set at the beginning of each year.</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.	Textron E-Z-GO LLC proposes a 2.5% administrative fee on sales utilizing the Sourcewell Contract.	*

**Table 7: 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 proposed for the Sourcewell contract is as good as pricing offered to other cooperatives and state contracts.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>We will be offering golf cars, utility vehicles, low-speed vehicles, personal transportation vehicles, beverage vehicles, and industrial vehicles. All models listed under both the E-Z-GO and Cushman brands will be available to Sourcewell customers.</p> <p>The below links will include further information and specifications on the full product offerings for E-Z-GO and Cushman:</p> <p><a href="https://www.cushman.txtsv.com">https://www.cushman.txtsv.com</a>  <a href="https://www.ezgo.txtsv.com">https://www.ezgo.txtsv.com</a></p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>With our extensive offerings of Custom Solutions, we can reconfigure our golf car and utility platforms to meet customer needs. The following subcategories cover most offerings: golf course carts, utility vehicles, utility task vehicles, passenger shuttles, burden carriers, EMS ambulance carts, ADA wheelchair carts, welding vehicles, tuggers, parking enforcement cars, security cars, parts pickers, food and beverage solutions, range pickers, campus vehicles.</p> <p>Our Custom Solutions teams are able to add additional features to these subcategories to include safety features such as strobe lights, pedestrian warning lights, mounted fire extinguishers, PA systems, etc.</p>
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	Our engine types currently available include electric and gasoline.

**Table 8B: 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
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cushman Shuttles, Cushman Haulers, Cushman LSVs, E-Z-GO Expresses, E-Z-GO Expresses, E-Z-GO LSVs, E-Z-GO RXV, E-Z-GO Valor, E-Z-GO Liberty
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Parking Enforcement: Cushman Hauler with optional fully-enclosed cab.</p> <p>Patrol and EMS Solutions: Custom Solution package available for the Cushman Shuttle 2 model and Titan XD model</p>
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Passenger Shuttles: Cushman Shuttles, E-Z-GO Expresses</p> <p>Burden Carriers: Cushman Industrial (Titan XD)</p>
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable.
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Food and Beverage Solutions: Cushman Refresher models</p> <p>Athletic and Campus-Use Vehicles: All Cushman and E-Z-GO models.</p>

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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](#) - MY25 MSRP Price Pages - Sourcewell.pdf - Wednesday September 04, 2024 22:53:52
  - [Financial Strength and Stability](#) - Textron 10K [Reduced] & Explanation Letter - Financial Statements.zip - Thursday September 05, 2024 08:44:31
  - [Marketing Plan/Samples](#) - Cushman Tri-Fold Brochure Example.pdf - Wednesday September 04, 2024 22:50:01
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Sourcewell Order Form Examples.zip - Thursday September 05, 2024 22:58:21
  - [Requested Exceptions](#) - Sourcewell RFP Redlines E-Z-GO.pdf - Monday September 09, 2024 12:19:43
  - [Upload Additional Document](#) - 2023 TSV Sustainability Report.pdf - Wednesday September 04, 2024 22:49:37
  - [Additional Document](#) - E-Z-GO and Cushman Freight\_Rates - Updated JAN24.pdf - Thursday September 05, 2024 13:53:11

## 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. - Rocco Sica, Vice President, General Counsel, Textron E-Z-GO LLC

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
<b>Addendum 3 Utility Transport Golf Vehicles RFP 091024</b> Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2 Utility Transport Golf Vehicles RFP 091024</b> Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1 Utility Transport Golf Vehicles RFP 091024</b> Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1