

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: MTD Products Company dba Cub Cadet**

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 MTD Products Company dba Cub Cadet, 5903 Grafton Road, Valley City, OH 44280 (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 January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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

The Report must contain the following fields:

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

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

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

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

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

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

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

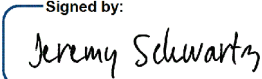
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

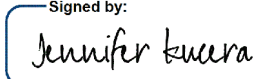
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

MTD Products Company dba Cub Cadet

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/29/2025 | 12:37 PM CST

Signed by:

 4456F8256E224C1...
 By: _____
 Jennifer Kucera
 Title: Pro Sales Support Lead
 Date: 1/29/2025 | 11:47 AM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: MTD Products Company
Does your company conduct business under any other name? If yes, please state: Cub Cadet
Address: 5903 Grafton Rd
Valley City, OH 44280
Contact: Jennifer Kucera
Email: jennifer.kucera@mtdproducts.com
Phone: 330-558-3528
Fax: 800-541-8650
HST#: 58-1999150

Submission Details

Created On: Tuesday October 15, 2024 17:04:39
Submitted On: Monday November 25, 2024 11:05:11
Submitted By: Jennifer Kucera
Email: jennifer.kucera@mtdproducts.com
Transaction #: 92b35dd4-0ebb-4cde-a609-3448cee348b7
Submitter's IP Address: 165.225.61.22

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.	MTD Products Company (DBA Cub Cadet)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
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).	MTD Products Company does not have any subsidiaries, authorized affiliates, or other entities that will be responsible for offering and performing delivery of Solutions within this Proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: 1XSY5 UEI: X1TCFGQC3SB6
5	Provide your NAICS code applicable to Solutions proposed.	333112
6	Proposer Physical Address:	5903 Grafton Rd. Valley City, Ohio 44280
7	Proposer website address (or addresses):	https://www.cubcadet.com.com/ https://www.dewalt.com/products/outdoor
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):	Jennifer Kucera Pro Sales Support Lead 5903 Grafton Rd Valley City, Ohio 44280 jennifer.kucera@mtdproducts.com 330-558-3528
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jennifer Kucera Pro Sales Support Lead 5903 Grafton Rd Valley City, Ohio 44280 jennifer.kucera@mtdproducts.com 330-558-3528
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Robinson National Account Manager - Government 5903 Grafton Rd Valley City, Ohio 44280 michael.robinson2@sbdinc.com 918-231-7750

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Inspiring people to care for and enjoy the outdoors, MTD Products Company (MTD), with its premier brand Cub Cadet, is known for innovative and award-winning lawn mowers, snow blowers, trimmers, and outdoor power equipment for both residential and commercial markets. The company was founded in 1932 and is headquartered in Valley City, Ohio. MTD, now an indirect subsidiary, was fully acquired by Stanley Black and Decker, Inc. (SBD) in December 2021.</p> <p>Being the outdoor power equipment brand "for those who love to lawn" means never letting the grass grow under your feet. Since 1961, Cub Cadet® hasn't stopped moving, improving and cutting through challenges. Gas and electric. Power and precision. Comfort and capabilities. They all matter to Cub Cadet customers – from professional landscapers with a reputation riding on every job to weekend warriors conquering curb appeal. With Cub Cadet's full line of high-performance power equipment – from zero-turn riders and lawn and garden tractors to snowblowers – just imagine the possibilities.</p> <p>MTD, which remains a separate selling entity, is proud to say some basic values continue to drive our decisions today: Stewardship; Integrity; Hard Work; Reliance on and Respect for People; Innovation; Willingness to take Risks; Gratitude for Customers and Promotion from Within. Backed by our strong network of MTD support focused on uncompromising quality, service, and value through advanced manufacturing, Cub Cadet represents American ingenuity, pride, and quality at its best.</p>
12	What are your company's expectations in the event of an award?	<p>MTD's expectations in the event of an award is to continue to be a valuable and reliable resource to Sourcewell and the end-users we serve. We expect Sourcewell to be a valuable tool to grow our presence with participating entities and to be a part of Sourcewell's vision of empowering community success.</p> <p>As MTD has held the previous Sourcewell Grounds Maintenance Equipment contract, we want to continue to leverage the value of the cooperative and provide an easier channel for participating entities to purchase product in compliance within their procurement departments policy requirements. We expect to grow year over year sales through the contract by communicating and promoting the contract to the dealers in our network and the customers they service. We expect to see increased participation of the Sourcewell Accelerator and University courses and use of marketing resources as we continue to leverage the tools provided by Sourcewell. By having a knowledgeable sales staff, we are able to educate eligible entities on the value of purchasing through Sourcewell and, if need be, helping them register as a participating agency thereby increasing Sourcewell's member list.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Due to the acquisition by Stanley Black and Decker, Inc. in December 2021, financial information for MTD Products Company is available online under its parent company, Stanley Black and Decker Inc. and is included within the Tools and Outdoor business segment. Filings can be accessed at the below URL link:</p> <p>https://ir.stanleyblackanddecker.com/financials/quarterly-results/default.aspx</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Stanley Black and Decker, Inc., the parent company of MTD Products Company, holds over 20% market share of the outdoor power equipment industry in the United States.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Stanley Black and Decker, Inc., the parent company of MTD Products Company, holds over 20% market share of the outdoor power equipment industry in Canada.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>MTD Products Company has never filed for bankruptcy.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MTD Products Company, an indirect subsidiary of Stanley Black and Decker, Inc., is a manufacturer of Outdoor Power Equipment based out of Valley City, Ohio. MTD Products Company employs over 60 field sales team members in addition to utilizing (2) distributors who support an independently owned dealer network with over 1,800 locations throughout the United States.</p> <p>Authorized Cub Cadet dealers are able to deliver and service the products included in this RFP. Individuals performing activities pertaining to this contract may be Cub Cadet, distributor and/or dealer employees.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>MTD Products Company, aside from holding the applicable state business licenses, requires its authorized servicing dealers to be certified by the engine manufacturer to be able service the engines installed on the mowers we manufacture.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>MTD Products Company does not have any current or past debarments or suspensions.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>MTD Products Company, with its Cub Cadet brand, was awarded Landscaper Business 2020 New Products Award and the Green Industry Pros 2020 Editor's Choice Award in addition to multiple Consumer's Digest and Consumer Reports awards.</p> <p>2019 Saltex Innovation Award - Infinicut SM34 2019 GOOD DESIGN Award - Ultima Series</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>The percentage of sales of our commercial products to the governmental sector have averaged over 6% the previous three years.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>The percentage of government sales sold to the education sector has averaged over 18% over the last (3) years within our commercial product lineup.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>MTD Products Company dba Cub Cadet holds both state and cooperative purchasing agreements as indicated below; however, annual sales volumes are not publicly provided.</p> <p>Sourcwell 031121-MTD Lawn, Grounds and Snow Removal Equipment & UTVs BuyBoard 706-23 Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation Commonwealth of Pennsylvania 4400028334 Ag. Grounds Keeping Type Power Equipment Ohio Department of Transportation 208-23 Mower Attachments and Zero Turn Mowers State of Florida 25101900-21-STC Agriculture and Lawn Equipment State of Arkansas 031121-MTD Grounds Maintenance Equipment, Attachments, and Accessories with Related Services State of Kentucky MA-758-2300000037 Cub Cadet Commercial Mowers State of Massachusetts FAC116 Lawn and Grounds Equipment State of Mississippi #8200073865 Grounds Maintenance Equipment State of North Carolina 2210B Grounds Maintenance Equipment State of Oklahoma SW0196 Grounds Maintenance Equipment & Services State of Oregon No. 1747 Lawn and Grounds - Maintenance Equipment State of South Carolina 4400031372 Grounds Maintenance Equipment State of Utah MA3345 Grounds Maintenance Equipment State of Washington 5218 Lawn and Grounds Equipment</p>	*
24	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>MTD Products Company does not hold any GSA Contracts or Standing Offers or Supply Arrangements.</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Tennessee Valley Authority	Michael Gahagan	(865) 386-2927
Houston Independent School District	Billy Ray Priest, Jr	(713) 556-6515
Hamilton Correctional Institution Florida Department of Corrections	Candy Cone	(386) 792-5816

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

Describe your company’s capability to meet the needs of Sourcwell 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.	MTD Products Company employs a field sales team of over 60 individuals throughout the United States dedicated to our dealer network and the customers they serve. MTD’s sales force also includes internal operational support employees based out of corporate locations in Kansas and Ohio who are devoted to the dealer channel business. MTD utilizes (2) privately owned distributors whose territories cover 14 states. They employ their own salespeople who support the dealers in their markets. In addition, Cub Cadets independently owned dealer network, with over 1,800 locations in the United States, have their own sales staff who are knowledgeable and trained on Cub Cadet branded products and our Sourcwell Program.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	MTD Products Company dba Cub Cadet has an authorized dealer network of over 1,800 independently owned retail locations throughout the United States and almost 500 locations in Canada. MTD utilizes (2) privately owned distributors in the US whose territories cover 14 states. MTD also has multiple warehouses strategically located throughout the US to be able to quickly deliver product to our dealers and customers.
28	Service force.	Our first line of service would be our Cub cadet authorized servicing dealer network as they are located locally and closest to the customer. Our dealers participate in hands on product training and are certified in servicing the equipment we manufacture. Our online learning management system provides technical education to our service and sales teams and dealer technicians. MTD’s field sales and service teams attend and/or complete product and service training classes to be able to answer in field questions. A field product support manager, solely devoted to our dealer channel, is available to answer all in-field service questions. We also employ a dedicated service staff at our call center who are available to assist in troubleshooting and answering service questions from dealers and customers.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	MTD Products Company dba Cub Cadet allows its independently owned authorized dealers to quote and invoice Sourcwell participating members directly. Cub Cadet authorized dealers are able to receive purchase orders made out to their business name. The Sourcwell contract number is referenced on all relevant documentation which is required to be submitted by the dealer in Cub Cadet’s dealer portal after delivery for audit purposes. The Sourcwell contract number is captured at the time of submission. Dealers will adhere and comply to all terms and conditions of the contract.
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.	Customer service is available through any authorized Cub Cadet servicing dealer or MTD Products Company dba Cub Cadet directly. As Cub Cadet dealers are independently owned retailers, hours vary by location. Specific dealer information can be found on our online dealer locator at https://www.cubcadet.com/en_US/servicelocator . Customers can contact the Cub Cadet Customer Service Department by calling 1-877-428-2349, 8:30am-5pm EST Monday-Friday for any questions. We also provide value to our product owners with online support, with services such as popular help links, support by model, order tracking, and Live Chat, available at https://www.cubcadet.com/en_US/cub-cadet-customer-service/cub-cadet-customer-service.html . In addition to Cub Cadet’s field sales team, Cub Cadet has a Post Sales Support department specifically devoted to providing world class customer service and support long after the sale. Our capabilities include expedited delivery options to provide on-time and best in class service delivery that exceed customer expectations.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	MTD Products Company dba Cub Cadet, with our robust dealer network of close to 1,800 locations in the US, has been proudly providing products to Sourcewell participating entities since 2021. MTD's continuous commitment to innovative and best in class outdoor power equipment solutions in the industry help us to develop new products and improve existing ones. With manufacturing facilities based in the United States, we constantly analyze supply and demand to be able to adequately produce equipment to fulfill customer orders. With our ever-expanding product line offerings which now include DEWALT battery products, MTD provides a wide range of equipment solutions to Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MTD will ensure full sales and service support throughout Canada to all Sourcewell participating entities. Our sales and service breadth covers all of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	MTD Products Company dba Cub Cadet has an authorized dealer in all states and provinces in the United States and Canada, excluding US territories. Certain geographic areas may be limited in coverage depending on dealer location. Local authorized dealers can be found by using the Cub Cadet dealer locator at https://www.cubcadet.com/on/demandware.store/Sites-cubcadet-Site/en_US/Stores-Find	*
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.	If awarded, all Sourcewell participating entity account types will have full access to a MTD Products Company agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	MTD Products Company does not have any specific requirements or restrictions applicable to participating entities in Hawaii and Alaska though authorized dealer locations may be limited. Additional freight and/or shipping charges to Hawaii and Alaska would apply. MTD's international distributors may help facilitate the sale and delivery of our products to US Territories or at the arrangement and expense of purchasing entity from the nearest exporter in the closest continuous state. Distributor contact information can found at https://www.cubcadet.eu/find-retailers-international	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, MTD Products Company will extend the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MTD Products Company dba Cub Cadet utilizes a robust marketing strategy across multiple platforms and methods to promote the use of the Sourcewell contract to its dealer network, customers, and sales teams. Execution may include but not limited to program documents, dealer network portal, training, advertisements, press releases, trade-show attendance, social media, and on-line sites. Cub Cadet has dedicated marketing and channel teams responsible for creation, implementation, and analysis of marketing strategies of our government contracts to maximize visibility and increase growth.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MTD Products dba Cub Cadet utilizes social media platforms such as Facebook, Instagram, LinkedIn, YouTube, and X (formerly known as Twitter) to raise views and impressions. Search engine optimization drives users to sites that promote and increase brand awareness of our government contracts. Cub Cadet's websites will host pages that highlight the Sourcewell contract and provide lead generation forms and URL link redirects to streamline navigation and give customers the information they need faster and more efficiently. Use of technology and digital data will continue to enhance our marketing effectiveness and broaden our exposure.	*
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?	Sourcewell plays an integral role in promoting, educating, and communicating the value of its awarded contracts by providing their suppliers with the tools necessary to be successful. Hosting events such as Sourcewell Accelerators, Universities, and H2O Conferences or attending category industry tradeshows like NRPA, and procurement association conferences such as NIGP will increase knowledge and visibility to the contracts available to eligible entities, supplier's sales teams, and their dealer networks. Cub Cadet integrates the Sourcewell awarded agreement into our program documents and provides Sourcewell specific training to our sales teams and dealer networks to educate them on how to leverage and streamline the procurement process for customers. We are continuously looking at simplifying internal processes, where able, to make it easier to do business with us.	*
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.	MTD Products Company dba Cub Cadet utilizes lead generation forms on its websites to easily connect interested purchasing entities to the government sales team to initiate the ordering process. MTD works with states who have adopted the Sourcewell contract to manage our products and contract price files on their e-procurement platforms. We are continuing to invest in our technology to be able to enhance our e-commerce capabilities and streamline the sales process.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product, equipment, maintenance, or operator training is available from MTD Products Company and/or our authorized dealers at the request of Sourcewell Members. There are no additional costs associated with these trainings and are offered as a value add to our customers. Training videos may also be available for viewing on the YouTube channel @CubCadetUSA
42	Describe any technological advances that your proposed Solutions offer.	Innovation is a mission of MTD Products Company. We continue to invest vast amounts of resources to bring products to market with cutting edge technology to provide reliability, sustainability, safety, and productivity. An example of this is the Pro Z 972 SDL, which is a dual-wheeled commercial zero-turn mower engineered to dominate steep hills up to 25 degrees (46% grade) which incorporates the industry's only steering wheel option creating maximum control and comfort with a user-controlled lock/unlock swivel seat for operator leveling up to 30-degrees total/15-degrees left or right travel. Cub Cadet's Synchro-Steer® technology replaces traditional lap bars with a familiar steering wheel and dual foot pedal control scheme. This category-exclusive steering system is engineered to tackle challenging terrain with up to a 20-degree incline. The result is more stability, added maneuverability, and a machine that's easier to use leading to greater efficiencies and comfort. AeroForce™ Max Reinforced Fabricated Deck is designed to deliver a premium cut with few clumps and stragglers, fine clippings and evenness.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Stanley Black and Decker, Inc., the parent company of MTD Products Company, has focused our business on sustainability efforts where we think we can make the biggest impact. Initiatives include Operational Emissions, and Zero Waste to Landfill. Our approach to sustainability aligns with our business focus on brands, growth, and innovation driven primarily by the needs of the professional end user. Our impact goals are designed to support the needs of our various stakeholders, including our end users, customers, investors, employees, and the communities we serve. The DEWALT battery outdoor power equipment included in our proposal is one example of our products which align with emission reduction. For full details of our Impact Report visit: https://www.stanleyblackanddecker.com/sites/default/files/2024-10/2023_sbd_impact_report.pdf
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.	MTD Products Company dba Cub Cadet does not have any third-party eco-labels, ratings, or certifications on product included in our proposal.
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?	MTD Products Company dba Cub Cadet offers Sourcewell participating agencies the most innovative and best in class outdoor power equipment in the industry backed by a strong network of authorized independently owned dealers located throughout the United States and Canada. With the wide breadth of product under our CubCadet and DEWALT brands, we provide solutions that deliver exceptional performance and reliability, empowering customers to effortlessly transform outdoor spaces.
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Cub Cadet mowers have multiple safety features, including: <ul style="list-style-type: none"> • Roll-over protection system (ROPS) with seat belt • Integrated parking brake • Spark arrester • Safety start interlock system • Beacon Lighting • Operator presence safety interlock • No-Cut-In Reverse • Blade engagement • LED headlights: For better visibility • Four-Wheel Steering
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	MTD Products Company dba Cub Cadet incorporates numerous ergonomic and convenient maintenance features into its products to provide all day comfort and to ensure ease of use. Innovative features like the isolation dampening system and air-ride suspension help absorb impacts of the job, while adjustable seat firmness, lumbar support and padded armrests provide additional comfort. Additional ergonomic features on Cub Cadet mowers include: adjustable lap bars with Industry-exclusive overmild soft-touch ergonomic hand grips, fully adjustable command center, open frame design and hinged/removable floor pan allows easy access to the deck and engine for quick & ease of maintenance, 3- way adjustable ergonomic lap bar design with integrated parking brake, and automotive-inspired, ergonomic, fully adjustable premium 18" high-back seat and a durable, advanced polymer seat suspension system optimizes comfort while reducing operators fatigue.

48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	MTD Products Company is proud to offer DEWALT branded outdoor power equipment and its growing line of battery powered products. Battery-powered innovation across our product portfolio continues to be a driving force in enhancing the user experience—and in delivering environmental benefits of reduced emissions from the use of our products, as well as noise reduction and electrification, particularly in the transition away from gas-powered equipment.
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	Service and maintenance parts for Cub Cadet branded products are available through our authorized dealer network. Illustrated parts lists and parts lookup tools are provided to assist customers in locating the part they need. Cub Cadet customer service and technical support teams are also available to identify parts and help troubleshoot technical issues. When you buy a Cub Cadet product, you get one of the best warranties in the business. Product warranty statements can be found in the owner's manuals for our products. MTD provides Next Day shipping of in stock parts. Parts can be ordered directly through MTD or through one of MTD's independent servicing dealers. Fast moving parts are typically stocked at independent dealers and are readily available for immediate pick-up or shipping.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company Inc. is not a Minority Business Enterprise.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Women Business Enterprise.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Disabled-Owned Business Enterprise.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Veteran-Owned Business Enterprise.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Service-Disabled Veteran Owned Business.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Small Business Enterprise.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Small Disadvantaged Business.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company is not a Women-Owned Small Business.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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59	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days from invoice date. As sales transactions for an awarded MTD Products Company dba Cub Cadet Sourcwell contract will be processed by Cub Cadet authorized dealers directly, accepted payment methods may vary by location as they are independently owned. Standard payment methods include check or credit card.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing options for educational or governmental entities are available through financial companies NCL Government Capital, a Sourcwell awarded contract holder, Huntington Bank, and New Equipment Leasing.	*
61	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.	Standard transactional documents that would be used in connection with an awarded contract would include but not be limited to the Cub Cadet dealer's Quote and Invoice. All relevant documents would reference the awarded contract number where able. Upon receipt of equipment, warranty statements are provided with owner operator manuals.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	MTD Products Company dba Cub Cadet is able to process P-Card transactions through any of our authorized Cub Cadet dealer locations. No additional cost will apply.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	The pricing model for MTD Products Company dba Cub Cadet is by product type, product series, and application. Cub Cadet residential mowers include Lawn and Garden Tractors, Ultima Zero Turns, and Walk Behind Mowers. Cub Cadet commercial mowers include the Pro Series. Attachments and accessories are available by product series. Battery outdoor power equipment is available under the DeWalt brand.	*
64	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.	MTD Products Company dba Cub Cadet is offering the below discounts on the products included in RFP 112624: <ul style="list-style-type: none"> • 15% discount off MSRP on select residential equipment and residential attachments and accessories. • 20% discount off MSRP on select DEWALT battery mowers and handheld equipment and commercial attachments and accessories. • 27% discount off MSRP on commercial mowers. 	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	MTD Products Company does not offer any standard quantity or volume discounts; however, additional discounts may be available on a case-by-case basis.	*
66	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.	Open market or non-contracted items may be service maintenance parts or items, such as attachments and accessories, installed on the products sold through this contract that are not available from the original equipment manufacturer (OEM) at the request of the purchasing entity. Items will be indicated as a separate non-contract line item on the quote provided and listed at market price. Sourcing would be at the recommendation of the delivering/installing dealer and agreed upon by customer.	*
67	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.	MTD Products Company may impose additional charges in the total cost of a product purchase. Such charges include but are not limited to; pre-delivery inspection, set up, labor for attachment and accessory installation, delivery charge, freight charge and/or tariff charge. Product purchased in Canada will be subject to the latest currency exchange rates. Any additional charges or CAD prices will be identified on the quote as a separate line item and agreed upon by customer.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and/or shipping may be listed as an additional charge as determined by delivery method, geographic location of purchasing entity and/or distance from delivering dealer. Shipments specifically to Hawaii, Alaska and Canada will incur additional charges. Charges will be identified on the quote as a separate line item and agreed upon by customer.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery, and/or shipping to Hawaii, Alaska and Canada is available from MTD Products Company though additional charges will be incurred. Product availability varies by dealer. No special programs or terms apply. Costs will be determined by current market rates. Charges will be identified on the quote as a separate line item and agreed upon by customer.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MTD Products Company utilizes an independently owned dealer network supported by strategically placed warehouses and distributors to provide customers with the most efficient forms of delivery options. Delivery options available include pickup at local authorized dealer location, dealer delivery to customer location or direct shipment to customer location.	*

71	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.	Program details and product pricing are published in annual program books and libraries for MTD's field team and Cub Cadet authorized dealers. They are updated throughout the year for their reference. Dedicated corporate staff for the contract and contract usage ensure participating entities receive the proper pricing and remittance of the usage report and admin fee to Sourcewell. Contract usage is recorded per participating entity and transaction in our CRM system and data warehouse for accurate reporting.	*
72	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.	MTD Products Company, a proud Sourcewell awarded supplier since 2021, utilizes multiple methods to track, measure, and analyze its contract performance. We use Salesforce as our CRM system to record and track each opportunity to help analyze each sales opportunity. The sales data and contract use is reviewed and reported on internally each month as well as quarterly. Goals specific to the Sourcewell contract are reviewed and communicated to the sales team. MTD participates in the Quarterly Connects with the Sourcewell supplier development team to track current and historical usage of MTD's contract and contract category growth. Annual spring trainings are held with our field sales team and dealers to review contract use and membership growth specific to their markets. Gameplans with field sales teams are completed yearly to identify Sourcewell members, the dealers who can service those markets and how to leverage the contract. In addition, multiple dealer trainings are held throughout the year specific to government contracts and how to grow the business of which Sourcewell is heavily promoted.	*
73	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.	MTD Products Company dba Cub Cadet proposes a 1.5% administrative fee of reported sales transactions which is consistent with our current 031121 contract and falls within the industry average. This number aligns within the percentage range of other contracts that we hold while recognizing the value of the Sourcewell contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered in the MTD Products Company proposal is consistent with the pricing offered to other existing government procurement contracts that we hold.

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

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	MTD Products Company offers the following products and equipment that fall within the scope of this Grounds Maintenance Equipment and Related Attachments RFP. Residential Mowers Commercial Mowers Snow Throwers Chore Equipment Battery Outdoor Power Equipment
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The sub-categories for the products included in the MTD Products Company. RFP are as follows: Residential Ride-On Mowers Residential Walk-Behind Mowers Residential Attachments and Accessories Commercial Ride-on Mowers Commercial Stand-On Mowers Commercial Walk-Behind Mowers Snow Throwers Chore Equipment Commercial Attachments and Accessories Trimmers and Edgers Blowers Chainsaws and Pole Saws Hedge Trimmers and Pruners Pressure Washers and Sprayers Batteries and Chargers

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	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Lawn and Garden Tractors, Residential Zero Turn and Walk Behind Mowers, Snow Throwers, Troy-Bilt Chore Equipment, Commercial stand-on, walk-behind, and ride-on zero turn mowers, attachments and accessories. DeWalt cordless outdoor power equipment.
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company does not offer Irrigation and aeration equipment, systems, parts, and installation.
79	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company does not offer any Beach and waterfront maintenance equipment and accessories.

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Cub Cadet 2025 Contract Pricing.pdf - Monday November 25, 2024 11:03:48
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Dunlap Lawn and Garden MTD Sourcewell Flyer New - Cub.pdf - Monday November 18, 2024 09:52:19
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Cub Cadet Transaction Document Samples.pdf - Thursday November 21, 2024 08:55:33
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Cub Cadet_DEWALT_Commercial_Brochure.pdf - Tuesday November 19, 2024 14:29:28

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. - Jennifer Kucera, Pro Support Sales Lead, MTD Products Company

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2