

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Embankscape Equipment LLC, dba RC Mowers**

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 Embankscape Equipment LLC, dba RC Mowers, 2158 E. Deerfield Ave., Suamico, WI 54173 (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.

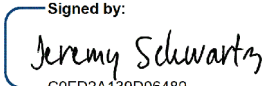
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

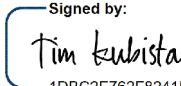
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

Sourcwell

Embankscpa Equipment, LLC
dba RC Mowers

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/30/2025 | 7:28 PM CST
Date: _____

Signed by:

1DBC2E762F8241B...
By: _____
Tim Kubista
Title: Vice President of Sales & Marketing
1/30/2025 | 8:09 AM PST
Date: _____

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: Embankscape Equipment LLC

Does your company conduct business under any other name? If yes, please state: RC Mowers

Address: 2158 Deerfield Ave E
Suamico, WI 54173

Contact: Tim Kubista

Email: tkubista@rcmowersusa.com

Phone: 651-955-6665

HST#: 83-0835755

Submission Details

Created On: Tuesday October 08, 2024 16:41:12

Submitted On: Tuesday November 26, 2024 12:05:21

Submitted By: Hailee Ekeren

Email: hekeren@rcmowersusa.com

Transaction #: e0ac266e-fffe-49d6-ba70-87e70b097e4b

Submitter's IP Address: 24.197.202.25

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.	Embankscape Equipment, LLC, dba RC Mowers.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, Embankscape Equipment, LLC, dba RC Mowers will be the entity that is responsible for executing and carrying out the master agreement with Sourcewell in the event of an award.	*
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).	The entity responsible for offering and performing delivery of Solutions within this Proposal, as well as executing a master agreement with Sourcewell, is Embankscape Equipment, LLC, dba RC Mowers. There are no additional subsidiaries, authorized affiliates, or other entities involved in the fulfillment of this agreement.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our CAGE code is 8CQJ8 and our Unique Entity Identifier (SAM) is E5QNEULZ49V6.	*
5	Provide your NAICS code applicable to Solutions proposed.	The NAICS code applicable to the Solutions proposed is 333112 – Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing.	
6	Proposer Physical Address:	2158 E Deerfield Ave, Suamico, WI 54173 This location serves as RC Mowers’ headquarters, where our main operations, manufacturing oversight, and customer support are managed.	*
7	Proposer website address (or addresses):	https://www.rcmowersusa.com	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Tim Kubista Vice President of Sales & Marketing 2158 E. Deerfield Ave. Suamico, WI 54173 (651) 955-6665 (mobile) (920) 634-2227 (office) tkubista@rcmowersusa.com	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Tim Kubista Vice President of Sales & Marketing 2158 E. Deerfield Ave. Suamico, WI 54173 (651) 955-6665 (mobile) (920) 634-2227 (office) tkubista@rcmowersusa.com	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Hailee Ekeren Sales & Marketing Coordinator 2158 E Deerfield Ave. Suamico, WI 54173 (763) 614-8852 (mobile) (920) 634-2227 (office) hekeren@rcmowersusa.com	*

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>RC Mowers was founded in 2018 with a vision to transform the commercial landscaping industry through groundbreaking robotics and autonomous solutions. Our company emerged from a deep understanding of the industry's pressing challenges, including labor shortages, safety concerns, and the need for efficiency in complex terrain management. Today, we are an industry leader, providing advanced Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers that deliver smarter, safer, and more profitable ways of operating.</p> <p>Our core values revolve around innovation, reliability, and customer success. We are committed to pioneering technology that not only addresses the practical needs of landscapers but also enables them to thrive in a competitive landscape. This commitment is embodied in our RC Mowers Success System™, a comprehensive approach that ensures our customers' success with pre-sale consulting, hands-on training, data-driven insights, and ongoing support. By focusing on delivering consistent value, we cultivate long-term partnerships with our customers, building trust and helping them achieve significant improvements in efficiency, safety, and profitability.</p> <p>At RC Mowers, we pride ourselves on our purpose-driven business philosophy. We are dedicated to creating products that empower our customers while setting new standards for landscape maintenance. Our mission is not only to introduce new technology but to redefine the industry through solutions that enhance operations and improve lives.</p> <p>Our rapid growth and innovation have earned significant recognition. In 2023, we were named on Fast Company's list of the World's Most Innovative Companies and secured a position on the prestigious Inc. 5000 list of fastest-growing private companies in America. To support our expansion, we opened a new state-of-the-art office and manufacturing facility in Green Bay, Wisconsin, in 2023, demonstrating our commitment to long-term growth and American manufacturing. Our modern facility enables us to increase production capacity while maintaining the highest quality standards.</p> <p>Despite our relatively recent entry into the market, RC Mowers has established itself as a trusted provider for commercial landscapers and public sector organizations across the U.S. We continue to build on our foundation, advancing to new generations of products that embody our values and reflect our unwavering commitment to excellence.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of a Sourcwell contract award, RC Mowers sees this as a key opportunity to streamline the purchasing process for government and public-sector customers. With government entities comprising a substantial portion of our customer base, we understand the common challenges they face, including delays and complex procurement requirements that can slow down the purchasing process. A Sourcwell contract would help eliminate these barriers, allowing our customers to procure the high-quality equipment they need with greater efficiency and fewer obstacles.</p> <p>This contract would enable us to focus on demonstrating the intrinsic value and long-term benefits of our innovative products, rather than being constrained by low-bid pricing requirements. RC Mowers' solutions are purpose-built for demanding applications, offering significant advantages in terms of safety, durability, and productivity. A Sourcwell contract would allow participating entities to make informed purchasing decisions based on overall value and suitability for their needs, rather than solely on initial costs.</p> <p>Additionally, we expect this contract to foster deeper relationships with Sourcwell members by providing a streamlined procurement path, reducing administrative burdens, and allowing us to more effectively communicate the benefits and ROI of our Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers. This alignment would give Sourcwell entities the flexibility to select equipment that truly meets their operational requirements and long-term goals.</p> <p>In summary, an award from Sourcwell would create an ideal platform for RC Mowers to reach more government customers, offer greater purchasing convenience, and ensure that our products' quality and innovation are the primary drivers of purchasing decisions. This partnership would support our mission to provide exceptional, value-driven solutions for public-sector landscaping needs.</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.	Embankscape Equipment, LLC, dba RC Mowers is a privately held company and can't provide financial statements without a signed NDA. Our Dun and Bradstreet number is 065775923.	*

14	What is your US market share for the Solutions that you are proposing?	<p>RC Mowers holds a strong and expanding share of the U.S. market for both autonomous and remote-operated mowing solutions. In the emerging Autonomous Mowing Robot™ segment, we currently occupy an estimated 20% of the U.S. market, a significant position given the early stage of this industry. This share is expected to increase as our advanced technology gains further traction, and we expand our distribution channels.</p> <p>In the Remote-Operated Robotic Mower market, we estimate our share to be at or above 60%, positioning RC Mowers as one of the leading providers in this niche. Our Remote-Operated Mowers are specifically designed to excel on steep slopes and in challenging terrains, areas where traditional mowers are less effective or unable to operate safely. This focus has established us as a preferred solution in the U.S. for hazardous and specialty landscape maintenance.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	We have recently expanded into the Canadian market and are still in the early stages of establishing our presence. Given the limited time we have been operating in Canada, our current market share for the solutions we are proposing is negligible. However, we are actively working to increase our presence and anticipate growth as we build relationships with Canadian customers and expand our dealer network. In the past year, we have added dealers in both Quebec and Ontario, which is a significant step in enhancing our reach and service capabilities in Canada.	*
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.	RC Mowers confirms that neither it nor any associated responsible party has filed for bankruptcy or been involved in any bankruptcy proceedings within the past seven years. Our company has not sought protection under bankruptcy laws or engaged in any related legal actions. Furthermore, we acknowledge our responsibility to notify Sourcewell in writing should we enter a bankruptcy proceeding during this RFP evaluation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>b) Manufacturer</p> <p>Embankscape Equipment, dba RC Mowers, is the manufacturer of all RC Mowers equipment, including our Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers. As a manufacturer, we are dedicated to maintaining strong relationships with our dealer network, as well as with our internal sales and service teams, to ensure that we deliver high-quality products and exceptional support in line with the requirements of this RFP.</p> <p>Sales and Service Team Our sales and service team consists of dedicated employees who are directly employed by RC Mowers. These team members undergo comprehensive training on our brand and products to provide exceptional support to both our dealers and end customers. Our sales and service teams work closely with our dealer network, streamlining sales processes, ensuring consistent product training, and effectively addressing any customer inquiries or concerns. This direct relationship allows us to maintain high standards of service while preparing our dealers to support Sourcewell entities effectively.</p> <p>Dealer Network Our established dealer network spans the United States, Canada, and Australia, serving as a critical asset in the distribution and support of RC Mowers products. This network consists of independently owned and operated authorized RC Mowers dealers, carefully selected for their technical expertise, commitment to customer service, and alignment with our standards. We take a highly selective approach to dealer partnerships, choosing dealers who are fully committed to supporting our products and meeting the needs of our customers. This carefully selected network enhances our market presence while fostering dealer commitment to the success of RC Mowers' solutions.</p> <p>This strategic combination of a well-trained sales and service team and a carefully curated dealer network provides RC Mowers with a significant advantage. Together, they deliver high-quality distribution, technical support, and customer service for our Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers, ensuring that Sourcewell participating entities receive the best possible experience and outcomes.</p>	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>RC Mowers maintains and holds all mandatory licenses and certifications required to conduct business in compliance with applicable laws and industry standards. We hold applicable safety certifications, including certifications issued by ANSI (the American National Standards Institute), which demonstrate our adherence to the highest safety and performance standards in the industry. These certifications cover various aspects of our operations and equipment, ensuring that our products are safe, reliable, and compliant with industry regulations.</p> <p>A few specific certifications: Applicable parts of ANSI/OPEI B71.1-2017 Consumer Turf Care Equipment Applicable parts of ANSI/OPEI B71.4-2017 Commercial Turf Care Equipment FCC 47 CFR Part 15C, Sub B, Radio Frequency ICES-003 Issue 7:2020 Radio Frequency ISED Canada Certification 32925-RCM7XQ9 Radio Frequency CARB executive order U-L-080-0001</p> <p>Additionally, RC Mowers works closely with our dealer network and any third-party service providers to ensure they also maintain appropriate certifications and licenses as required by their respective jurisdictions. This guarantees that every aspect of our distribution, service, and support meets the same high standards of quality and compliance that we uphold as a manufacturer.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There have been no debarment or suspension actions against RC Mowers or any associated Responsible Party within the past seven (7) years. Additionally, we acknowledge our responsibility to notify Sourcewell in writing at any point during the RFP evaluation if we enter debarment or suspension status.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five (5) years, RC Mowers has received significant industry recognition, reflecting our rapid growth, innovation, and leadership in the commercial landscaping technology space. In 2023, we were ranked #1417 on the Inc. 5000 list of Fastest-Growing Private Companies, a testament to our strong market traction and business expansion. Additionally, RC Mowers was honored by Fast Company as one of the World's Most Innovative Companies in 2023.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three (3) years, approximately 64% of RC Mowers' total sales have been to the governmental sector, highlighting the significant role that public entities play in our customer base. These sales encompass a wide range of governmental agencies, including local municipalities, state departments, and federal organizations, all of which have recognized the value and reliability of our products for their specialized needs.	*
22	What percentage of your sales are to the education sector in the past three years?	In the past three (3) years, approximately 6% of RC Mowers' total sales have been to the education sector, emphasizing the demand for our machines among educational entities. Our solutions are increasingly recognized for their efficiency, safety, and reliability, making them a valuable asset for schools, colleges, and universities managing extensive grounds.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>RC Mowers holds the following cooperative purchasing agreements, along with the corresponding annual sales volumes over the past three (3) years:</p> <ul style="list-style-type: none"> - HGAC - \$2,048,048 - Florida Sheriffs Association - \$362,278 - State of Minnesota - \$64,915 - BuyBoard - \$288,089 	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	RC Mowers does not currently hold any General Services Administration (GSA) contracts or Standing Offers and Supply Arrangements (SOSA). As such, we have no annual sales volume to report for GSA or SOSA contracts over the past three (3) years.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Wilmington Stormwater Department	Jay Carter	910-470-1932	*
City of Conneaut Water Department	Brian Bidwell	440-813-5523	*
Zanesville Streets Department	Billy Rosser	740-455-0602	*
New Castle County Public Works Parks Division	Mike Clendaniel	302-395-5733	
Delaware River & Bay Authority	John Chollis	302-571-6469	

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

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

Line Item	Question	Response *
26	Sales force.	RC Mowers directly employs a skilled sales team of ten (10) full-time professionals across the United States and Canada. This team includes five (5) Regional Sales Managers, one (1) National Sales Manager, one (1) National Accounts Manager, two (2) Autonomous Operations Specialists, and one (1) Vice President of Sales & Marketing. Each team member is highly trained in consultative selling and works closely with our dealer network to ensure that customer needs are met efficiently. Our Regional Sales Managers collaborate extensively with dealers, helping to identify and address customer challenges. This advanced, relationship-focused sales model enables us to provide tailored solutions and maintain open lines of communication with our dealers and customers.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>RC Mowers has established a strong network of 24 Authorized Sellers, consisting of premier industrial equipment dealers across the United States, Canada, and Australia. This dealer network is designed to provide localized sales and support for our Autonomous Mowing Robots and Remote-Operated Robotic Mowers. Our dealers are strategically positioned to ensure comprehensive geographic coverage, enabling us to serve Sourcewell participating entities and other customers with quick and efficient access to our solutions. Each dealer is selected based on their commitment to customer satisfaction and their expertise in handling high-tech equipment, ensuring they align with RC Mowers' standards of service and support.</p> <p>In addition to our network of dealers, RC Mowers maintains partnerships with distributors in key markets, further enhancing our distribution reach and ability to respond to customer demands.</p>
28	Service force.	Our service force is primarily managed through our Authorized Dealer Network, which provides maintenance, repair, and technical support for RC Mowers' products. Dealers are equipped with sophisticated service facilities and trained technicians, many of whom have specialized areas like "clean rooms" for working with sensitive components. This arrangement makes our service force both skilled and locally available to customers, reducing downtime and enhancing the ownership experience. By integrating both sales and service functions within our dealers, RC Mowers can offer a seamless experience, with a single point of contact for both sales inquiries and ongoing support needs.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>In the event of an award, Sourcewell customers can purchase directly from RC Mowers or through any of our authorized, contracted dealers. All our authorized dealers are well-versed and knowledgeable about the cooperative contract process, as we will encourage them to participate in our Sourcewell contract and provide customers with contract pricing. Authorized dealers are required to submit all contract purchase orders and documentation to RC Mowers to ensure compliance with the contract.</p> <p>The ordering process is as follows:</p> <ol style="list-style-type: none"> 1. Order Submission: The authorized dealer will submit a purchase order (PO) to RC Mowers, including the Sourcewell contract number on the PO. This step guarantees the order is correctly processed under the Sourcewell agreement. 2. Order Processing: RC Mowers records the purchase order in our system and initiates the machine order process. Our team then assembles and thoroughly inspects the machine to meet our high standards of quality. 3. Shipment and Pre-Delivery Inspection: Once the machine is ready, we ship it to the designated dealer. The dealer performs a pre-delivery inspection and oversees the delivery process to ensure the equipment is in optimal condition upon arrival. 4. Proof of Delivery: Upon completion of the delivery, the dealer provides RC Mowers with a delivery ticket or proof of delivery, confirming the equipment has been received by the Sourcewell member. 5. Invoicing and Reporting: Following delivery confirmation, RC Mowers invoices the Sourcewell member for the product. Additionally, we make certain that sales are accurately recorded for quarterly reporting, in line with Sourcewell's contract requirements. <p>This structured process allows RC Mowers and our authorized dealers to work collaboratively, ensuring a seamless experience for Sourcewell members and maintaining compliance with contract terms.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>RC Mowers delivers exceptional customer service through a structured support program designed to minimize customer downtime and ensure rapid issue resolution. Our dedicated in-house team of four full-time customer service professionals handles both technical support and general inquiries, serving both end-users and our dealer network.</p> <p>Our customer service process follows clear protocols focused on thorough documentation and effective communication:</p> <ul style="list-style-type: none"> • Response Time: We aim to respond to all inquiries within 2 hours • Resolution Target: Our goal is to resolve customer issues within 3 days • Documentation: Each case includes detailed background, symptoms, diagnosis, and solution steps • Communication: Every interaction concludes with clear next steps and written follow-up <p>We support our customers through:</p> <ul style="list-style-type: none"> • Technical troubleshooting and warranty support • Comprehensive product documentation including manuals and illustrated parts catalogs • Documented service procedures for common repairs • Coordinated dealer support when on-site service is needed • Spare parts ordering and fulfillment <p>Our team demonstrates empathy in every interaction while taking full ownership of issues until resolution. We regularly audit our performance through customer surveys and case reviews to continuously improve our service quality and response capabilities.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>RC Mowers is fully prepared and committed to providing our products and services to Sourcewell participating entities throughout the United States and Canada. Our established sales infrastructure is specifically designed to efficiently serve government customers, supported by a network of experienced dealers and a dedicated team trained to navigate public procurement processes.</p> <p>We frequently receive inquiries from government customers regarding purchasing our products through Sourcewell, demonstrating strong demand and market readiness. Our ability to serve these customers is enhanced by:</p> <ul style="list-style-type: none"> • Streamlined ordering processes tailored to public sector requirements • Responsive customer service with dedicated support staff • Proven track record serving public sector organizations • Comprehensive dealer network across North America • Established logistics and delivery capabilities for both US and Canadian markets • Expertise in government procurement documentation and processes <p>If awarded the opportunity, we will dedicate significant effort, time, and resources to ensure Sourcewell members receive the highest level of service. Our team is ready to support participating entities with our innovative Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers, backed by our trained dealer network and comprehensive customer support program.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>RC Mowers is well-equipped and enthusiastic about offering our products and services to Sourcewell participating entities in Canada. Our ability to serve the Canadian market is supported by:</p> <ul style="list-style-type: none"> • Established dealer presence in Quebec and Ontario • Strategic expansion plans for nationwide coverage • Experience navigating Canadian procurement requirements • Capability to process transactions in Canadian currency • Understanding of Canadian safety standards and regulations • Support for both English and French-speaking customers <p>Our infrastructure for Canadian operations includes dedicated customer service support, streamlined ordering processes, and coordinated logistics for efficient product delivery. Currently, our dealer network serves Quebec and Ontario, with planned expansion to additional provinces and territories. This strategic growth aligns with our commitment to providing comprehensive coverage for Sourcewell participating entities across Canada.</p> <p>We believe a Sourcewell award would accelerate our Canadian expansion, enabling more public-sector organizations to access our innovative Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers through a trusted procurement vehicle.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>RC Mowers will fully serve all geographic areas of the United States through this proposed agreement. In Canada, our current service capabilities are limited to Ontario and Quebec provinces. While we maintain full product and service support throughout the United States, our Canadian operations currently focus on these two provinces, where we have established dealer networks and support infrastructure.</p> <p>United States Coverage:</p> <ul style="list-style-type: none"> • Full service and support across all 50 states and territories <p>Canadian Coverage:</p> <ul style="list-style-type: none"> • Full service and support in Ontario and Quebec • Other Canadian provinces and territories are not currently served <p>We maintain this focused approach to ensure we deliver consistent, high-quality support and service to all customers within our established network.</p>	*
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.	RC Mowers will extend the use of an awarded contract to all participating entities throughout the United States and Canada. There are no account types within Sourcewell's Participating Entities that will be restricted from accessing our Solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no additional contract requirements or restrictions for Sourcewell members located in Hawaii, Alaska, or other U.S. territories. However, additional freight charges may apply for orders shipped to Hawaii and Alaska due to the increased shipping costs associated with those locations. RC Mowers currently serves customers with R Series mowers in Hawaii, Australia, and Guam, showcasing our capability to provide effective support and service in these regions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	RC Mowers will extend terms to any entity that is an approved Sourcewell buyer.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>RC Mowers will integrate Sourcewell into our ongoing marketing communications where appropriate to ensure its benefits are clearly communicated to our audience.</p> <p>This integration will include the following key elements:</p> <ul style="list-style-type: none"> • Trade Shows: Sourcewell's value will be featured at trade shows we attend, both through graphics and sales team discussions, to educate prospective customers about the streamlined procurement process and benefits of purchasing through the Sourcewell contract. • Collateral: All relevant marketing materials, such as brochures and spec sheets, will include Sourcewell messaging to highlight the program's benefits. • Website: Our website, RCMowersusa.com, will include a section explaining government contracts, including the Sourcewell program, its advantages, and how government entities can easily procure RC Mowers' products through the contract. • Dealer Training: Sourcewell will be incorporated into our dealer training programs to ensure that our authorized dealers are knowledgeable about the contract and confident in promoting its benefits to customers. <p>We aim to maximize awareness of the program among our target audience and enhance its adoption within government and public-sector markets.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>RC Mowers leverages social media platforms, paid and organic digital advertising, email marketing, SEO strategies, programmatic CTV and YouTube ads, data analytics, and public relations, including press releases and thought leadership content, to enhance marketing effectiveness. We also use e-newsletters and lead nurture campaigns to engage prospects and customers throughout the sales cycle.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a vital role in promoting cooperative purchasing by demonstrating its efficiency and value compared to traditional bidding processes. Its primary role is educating agencies about the benefits and legitimacy of cooperative contracts while providing guidance on registration and implementation.</p> <p>If awarded, we will integrate the Sourcewell agreement into our sales process by:</p> <ul style="list-style-type: none"> • Highlighting it as a preferred purchasing method for prospects • Training our sales team and dealers on contract details • Requesting Sourcewell's expertise when agencies express skepticism about cooperative purchasing • Including Sourcewell contract information in proposals and marketing materials • Tracking and reporting contract utilization • Working with Sourcewell to identify and engage potential members <p>We view this as a partnership where Sourcewell's credibility and expertise complement our sales efforts, particularly in converting agencies unfamiliar with or hesitant about cooperative purchasing.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>RC Mowers does not currently provide an e-procurement ordering process for governmental and educational customers. Each sale requires hands-on participation from our sales team and authorized dealers to ensure that each customer receives a personalized experience and purchases the product that will best suit their needs. This approach allows us to provide tailored solutions, with each customer receiving the appropriate machine to meet their specific requirements and operational goals.</p> <p>By maintaining a direct and collaborative sales process, RC Mowers can offer a high level of support, answering customer questions, and making informed recommendations based on their unique use cases.</p>

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>RC Mowers offers comprehensive, free training programs for all our equipment, ensuring Sourcewell participating entities can operate our machines safely and efficiently, fostering long-term success. Our training programs include:</p> <p>Remote-Operated Mowers (R Series):</p> <ul style="list-style-type: none"> • Initial operator safety and operation training upon delivery • Basic maintenance procedures and best practices • Hands-on instruction with experienced trainers <p>Autonomous Mowing Robots (AMR):</p> <ul style="list-style-type: none"> • In-depth operator certification program • Safety protocols and autonomous operation procedures • Troubleshooting and maintenance specific to autonomous functions • Ongoing support and guidance <p>All training programs include:</p> <ul style="list-style-type: none"> • On-site instruction at customer location • Equipment-specific maintenance procedures • Safety protocols and best practices • Access to technical documentation and support resources • Follow-up support through our RC Mowers Success System <p>These on-site tailored training programs come standard with our products and are provided at no additional cost to Sourcewell members, demonstrating our commitment to customer success and safe equipment operation.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>RC Mowers' solutions incorporate advanced technology that revolutionizes the mowing industry by enhancing productivity, safety, and efficiency for Sourcewell participating entities. Our offerings, including the Remote-Operated Robotic Mowers (R Series) and the Autonomous Mowing Robot (AMR), feature cutting-edge innovations that address key challenges faced by governmental and educational entities in managing large and complex landscapes.</p> <p>1. Autonomous Mowing Robot (AMR)</p> <p>The AMR represents the future of autonomous mowing, equipped with advanced LiDAR technology, GPS, and sensor-based navigation. This system enables the AMR to autonomously mow designated areas with high precision, even in complex or obstructed landscapes. The AMR's autonomous capabilities allow organizations to reduce labor needs, as it can complete tasks that traditionally require a multi-person crew. Additionally, it offers remote E-Stop and active supervision features, ensuring safe operation in public or sensitive environments. This technology allows public-sector entities to optimize their resources and allocate human labor to more critical tasks, achieving significant cost savings and operational efficiency.</p> <p>2. Remote-Operated Robotic Mowers (R Series)</p> <p>Our R Series mowers are designed to navigate challenging terrains and steep slopes up to 50 degrees with ease, making them ideal for areas that would otherwise require labor-intensive, hazardous manual mowing. The remote operation feature enables operators to control the mower from a safe distance, eliminating the risks associated with manual mowing on difficult terrain. The R Series technology provides precision and control while maintaining safety, enabling operators to access areas that traditional mowers cannot safely reach.</p> <p>3. EFI Engines for Efficiency and Environmental Impact</p> <p>RC Mowers' equipment utilizes Electronic Fuel Injection (EFI) engines, which deliver optimal fuel efficiency by using less gasoline while maintaining high power output. This technology reduces emissions and lowers operational costs, aligning with sustainability goals and supporting environmentally conscious practices within public organizations.</p> <p>4. Low-Ground Pressure Design</p> <p>Our mowers are engineered with a low-ground pressure design, which minimizes the impact on turf and landscaping. This feature is especially beneficial for maintaining sensitive grounds, as it prevents erosion and reduces the risk of damage to the soil, even on slopes. This design consideration enhances the sustainability of our solutions and preserves the quality of public landscapes.</p> <p>5. RC Mowers Success System™ for Data-Driven Insights</p> <p>The RC Mowers Success System™ provides a suite of data-driven tools for pre- and post-sale support, on-site training, and in-depth data analysis. Through this system, customers can access operational data, usage statistics, and performance metrics, enabling them to optimize equipment deployment and track ROI over time.</p> <p>6. Advanced Operator and Safety Features</p> <p>Safety is a core element of RC Mowers' technology. Our mowers are equipped with emergency stop functions, intuitive remote controls, and obstacle detection systems. The design of the AMR includes sensors and GPS-based boundary mapping, allowing the machine to avoid obstacles and avoid people and property. Additionally, the ergonomic design of our remote controls and the lightweight emergency stop devices ensure that operators can respond quickly to any unexpected situation.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>RC Mowers is committed to sustainability and reducing the environmental impact of our products and operations. We have implemented several green initiatives to support environmentally friendly practices and help Sourcewell participating entities achieve their sustainability goals.</p> <ol style="list-style-type: none"> 1. Electronic Fuel Injection (EFI) Engines Our Remote-Operated Robotic Mowers (R Series) and Autonomous Mowing Robot (AMR) are equipped with Electronic Fuel Injection (EFI) engines. EFI technology significantly improves fuel efficiency, reducing gasoline consumption and emissions compared to traditional carbureted engines. This feature aligns with our commitment to sustainability by decreasing the carbon footprint of our equipment. The certifying agency is the Environmental Protection Agency (EPA) for emissions standards compliance. 2. Low-Ground Pressure Design Our mowers are designed with a low-ground pressure configuration to minimize soil compaction and erosion, which helps to preserve natural landscapes and maintain soil health. This is particularly beneficial in sensitive areas, such as parks and recreation spaces, where environmental conservation is a priority. Although this feature does not have an official certifying agency, it represents our focus on sustainable design principles. 3. Noise Reduction Technology Our machines operate with advanced noise reduction technologies that reduce sound levels, allowing for quieter operations. This is beneficial for both the environment and surrounding communities, reducing noise pollution, especially in public spaces and urban environments. This feature also aligns with local noise ordinances, although it does not require specific certification. 4. Durable, Long-Lasting Equipment to Reduce Waste RC Mowers focuses on producing highly durable and reliable equipment that minimizes the need for frequent replacement, thereby reducing waste. By engineering products that last longer and require fewer replacements, we contribute to environmental conservation by reducing the amount of equipment that might otherwise end up in landfills. While this initiative is not certified, it aligns with sustainable manufacturing practices. 5. Commitment to Recycling and Eco-Friendly Manufacturing Within our manufacturing facilities, we follow eco-friendly practices, such as recycling materials and minimizing waste. We strive to source sustainable components whenever possible, promoting resource conservation across our production processes. These initiatives support our commitment to green operations, although they do not have a specific certifying agency. <p>RC Mowers continuously seeks improvements that support environmental sustainability, recognizing the importance of green initiatives in our industry. By integrating fuel-efficient technology, environmentally conscious design, and sustainable manufacturing practices, we make certain that our products meet both operational and ecological needs.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>RC Mowers does not currently hold any third-party issued eco-labels, ratings, or certifications related to energy efficiency, conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors for the solutions included in our proposal.</p> <p>However, the engines used in our Autonomous Mowing Robot (AMR) meet the Environmental Protection Agency (EPA) evaporative standards, which are relevant to environmental impact by controlling emissions. This compliance with EPA standards reflects our commitment to reducing environmental impact, even in the absence of formal eco-labels or certifications.</p>	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>RC Mowers provides Sourcewell participating entities with unique advantages through our innovative products, dedicated support systems, and industry-specific expertise. Our solutions stand out due to the following attributes:</p> <ol style="list-style-type: none"> 1. Cutting-Edge Technology and Innovation RC Mowers is a pioneer in the commercial landscaping industry, offering Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers that redefine safety, efficiency, and productivity. Our Autonomous Mowing Robots address critical challenges such as labor shortages and safety concerns, allowing entities to maintain large green spaces efficiently with minimal manpower. Meanwhile, our Remote-Operated Mowers excel on challenging terrains, providing a safe, effective solution for slopes and hazardous areas that are difficult to maintain using traditional equipment. This innovation allows Sourcewell entities to manage landscaping tasks that were once labor-intensive and risky with unparalleled precision and ease. 2. The RC Mowers Success System™ Our RC Mowers Success System™ is a comprehensive approach that ensures Sourcewell entities can fully maximize the benefits of our technology. From pre-sale consultation and business analysis to post-sale training, certification, and ongoing support, this system provides a complete partnership experience that goes far beyond simply delivering a product. Our Success System includes hands-on training, data analysis, and access to resources that help customers implement our technology seamlessly, accelerating the adoption and effective use of autonomous mowing solutions. 3. Proprietary Software and Data-Driven Insights Our Autonomous Mowing Robots come with a proprietary software platform that provides valuable data and performance metrics, enabling Sourcewell entities to make informed decisions and optimize their mowing operations. The software offers real-time tracking, productivity insights, and detailed reporting, allowing customers to measure their ROI, manage resources efficiently, and adjust strategies to meet their landscaping goals. 4. Strong Dealer and Service Network RC Mowers has an established, high-quality network of dealers across the U.S., Canada, and Australia, providing Sourcewell entities with access to reliable service and support. Our dealers are highly trained in both sales and service functions, providing seamless assistance from initial purchase to long-term maintenance. 5. American-Made Quality and Guarantees All of RC Mowers' products are proudly made in the USA, reflecting our commitment to quality, reliability, and supporting local manufacturing. We stand behind our products with a 30-day buy-back guarantee, giving Sourcewell entities confidence and peace of mind with their investment. Additionally, our 72-Hour Parts Shipping Guarantee delivers critical parts quickly to minimize downtime. 6. Proven Expertise and Industry Recognition RC Mowers has been recognized as an industry leader, ranking #1417 on the 2023 Inc. 5000 list of Fastest-Growing Private Companies and being named one of Fast Company's World's Most Innovative Companies in 2023. <p>In summary, RC Mowers offers Sourcewell participating entities a unique blend of innovative technology, comprehensive support, and excellence. Our solutions are designed to meet the specific needs of commercial and public-sector landscaping, setting a new standard in safety, efficiency, and customer satisfaction within the industry.</p>
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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.	<p>RC Mowers prioritizes safety, with equipment designed to include advanced features that protect operators and bystanders, while ensuring stability and reliability. The following safety features are incorporated into our Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers:</p> <p>Emergency Stop (E-Stop) All RC Mowers equipment includes an emergency stop (E-Stop) system that allows operators to immediately halt the machine in case of an emergency. This feature provides a critical layer of control, enabling quick shutdowns to avoid potential accidents.</p> <p>Remote Operator Presence Control Our Remote-Operated Robotic Mowers are designed to keep operators safely away from hazardous environments. Operators control the mower from a safe distance using a handheld device, which allows them to navigate challenging terrains without physical exposure to potential risks.</p> <p>Stability and Roll-Over Protection Our Remote-Operated Robotic Mowers are engineered with a low center of gravity and a tread-propulsion design, which provide enhanced stability, particularly on steep slopes and uneven terrain. This design minimizes the risk of roll-over, ensuring safe operation on inclines up to 50 degrees without additional stabilizing equipment.</p> <p>Guarding and Shielding RC Mowers incorporates protective guarding and shielding around critical components and moving parts to prevent unintended contact, thereby protecting both operators and bystanders from potential hazards. This design also enhances equipment durability by guarding sensitive parts from environmental elements.</p> <p>Noise Reduction Our Autonomous Mowing Robots and Remote-Operated Robotic Mowers are designed with quieter operation in mind, minimizing noise pollution. This is particularly beneficial for use in noise-sensitive areas such as parks, schools, and residential neighborhoods.</p> <p>Advanced Warning Systems Both our Autonomous and Remote-Operated Mowers come with warning lights and audible alerts to notify operators and bystanders of equipment movement and operational status. These warning systems improve situational awareness, helping to prevent accidents by ensuring that the equipment's operational state is clear to those nearby.</p> <p>LiDAR Obstacle Detection Our Autonomous Mowing Robots are equipped with LiDAR-based obstacle detection systems, which provide 360-degree monitoring for both moving and stationary objects. This precision detection system enhances safety by automatically stopping the mower when an obstacle is detected, allowing it to safely avoid people, animals, and unexpected obstacles.</p> <p>Remote Supervision In addition to onboard safety features, our autonomous mowers can be supervised remotely. This capability allows operators to monitor and control the equipment from a distance, providing a safe environment and the ability to intervene in real-time if needed.</p> <p>Through these comprehensive safety features, RC Mowers provides solutions that not only meet industry standards but also deliver peace of mind to operators and organizations focused on safety and operational efficiency.</p>
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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.	<p>RC Mowers prioritizes operator comfort and ease of use by incorporating advanced ergonomic features into our equipment. Our solutions are designed to reduce physical strain, enhance usability, and allow operators to work efficiently and comfortably in demanding environments.</p> <p>1. Ultra-Ergonomic Remote Operation Our Remote-Operated Robotic Mowers are designed to keep operators completely off the machine, eliminating direct vibration exposure and minimizing the risk of physical strain associated with traditional mowers.</p> <p>2. Lightweight, Ergonomic Remote Control The remote control for our Remote-Operated Robotic Mowers is designed with several ergonomic features to enhance user comfort and convenience. It features a lightweight transmitter with a padded shoulder strap, allowing operators to carry it comfortably during prolonged use. The remote includes a single joystick for one-handed operation, reducing hand fatigue and making the mower easy to control. Additionally, starting the mower is straightforward, with an electric push-button start that eliminates the need for a pull-start, providing ease of use and reducing physical effort.</p> <p>3. Enhanced Comfort Our Autonomous Mowing Robots™ require minimal operator involvement but are still designed with comfort in mind. The operator may spend a brief period on the mower to plot the property boundaries initially, and during this time, they benefit from a padded, adjustable suspension seat that provides a smooth and comfortable experience. The control panel is easily accessible and user-friendly, enabling quick setup and adjustments as needed.</p> <p>4. Convenient and Accessible Emergency Stop (E-Stop) For added safety, our equipment includes a lightweight emergency stop (E-Stop) device equipped with a convenient belt clip, guaranteeing that it is always within easy reach. This feature allows operators to halt the equipment immediately if needed, enhancing safety while maintaining ease of use.</p>
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.	<p>RC Mowers is dedicated to providing environmentally responsible solutions that reduce emissions, conserve resources, and minimize ecological impact. Our equipment incorporates various features to positively impact the environment, making our Autonomous Mowing Robots™ and Remote-Operated Robotic Mowers ideal choices for sustainable landscaping operations.</p> <p>Reduced Labor and Fuel Requirements Our R Series Remote-Operated Robotic Mower is designed to replace up to seven gas-powered string trimmers, significantly reducing fuel consumption, emissions, and labor costs. This efficiency helps to minimize the carbon footprint associated with landscaping operations, making it a more sustainable choice for large-scale vegetation management on challenging terrains.</p> <p>Lightweight and Low-Impact Design Our mowers are built to be lightweight and stable, preventing damage or erosion of slopes. With low ground pressure, they are gentle on the turf, preventing soil compaction and preserving the health of green spaces. This low-impact design helps maintain the integrity of natural landscapes, reducing the need for rehabilitation of damaged areas.</p> <p>Fuel-Efficient EFI Engines Our Remote-Operated Robotic Mowers are equipped with Electronic Fuel Injection (EFI) engines, which provide greater fuel efficiency and lower emissions compared to traditional carbureted engines. EFI technology optimizes the fuel-to-air ratio, allowing the engine to use less gasoline while delivering the same amount of power. This efficiency reduces fuel consumption, decreases emissions, and provides a more environmentally friendly operation.</p> <p>Autonomous Technology for Optimized Labor and Efficiency Our Autonomous Mowing Robots™ are designed to better utilize labor, enabling operators to accomplish more work in less time. By reducing the need for manual intervention, these autonomous mowers decrease fuel usage associated with transporting and manually operating equipment, indirectly reducing emissions. Additionally, they allow operators to focus on high-value tasks, maximizing efficiency and productivity.</p> <p>Smart Technology for Enhanced Efficiency The Autonomous Mowing Robots are equipped with smart technology that optimizes operation, reducing unnecessary movements and idle time. This technology not only saves energy but also reduces emissions by streamlining mowing patterns and adjusting settings for optimal performance based on terrain and conditions. The auto-shutoff feature further contributes to fuel savings and emission reductions, minimizing idling and preventing energy waste.</p> <p>In summary, RC Mowers' equipment incorporates numerous environmentally friendly features that reduce fuel consumption, decrease emissions, protect natural landscapes, and optimize labor.</p>

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	<p>RC Mowers is dedicated to exceptional serviceability, offering certified dealer technicians, robust parts availability, and comprehensive warranties. Our expert support network ensures reliable, timely, and high-quality service for all operational needs.</p> <p>Certified Dealer Technicians and Traveling Field Techs RC Mowers maintains a network of certified and trained dealer technicians strategically located across the United States and Canada. Our dealer technicians are thoroughly trained to handle all aspects of warranty-related and technical service with precision. In addition to our dealer network, RC Mowers employs Field Technicians who can be rapidly deployed to customer sites for quick, on-site support, enhancing our reach and response capabilities.</p> <p>Parts Availability with 72-Hour Shipping Guarantee We understand that timely parts availability is critical to maintaining uninterrupted operations. That's why RC Mowers offers a 72-hour shipping guarantee on all parts. If a part is not shipped within 72 hours of ordering, we provide it free of charge. This guarantee ensures that our customers experience minimal downtime and can rely on swift, dependable access to the parts they need for continuous operation.</p> <p>Comprehensive Warranty and Buyback Guarantee RC Mowers stands behind the quality of our products with a comprehensive two-year or 400-hour warranty, covering all aspects of our equipment. Additionally, we offer a 30-day buyback guarantee, allowing customers to return their purchase for any reason, no questions asked. We are dedicated to customer satisfaction beyond the initial 30 days, addressing any issues that arise, regardless of warranty status. We manage all warranty services and handle claims directly with the component parts manufacturer for a hassle-free experience.</p> <p>Durable, Easy-to-Maintain Products RC Mowers' equipment is designed to perform under challenging conditions while remaining easy to service and maintain. Each machine comes with a detailed and thorough Operator's Manual to guide users through maintenance and troubleshooting procedures. Our products are engineered with user-friendly components to simplify routine maintenance, minimizing the time and effort required for upkeep.</p> <p>Responsive Customer Service and Technical Support Our Customer Service Team is renowned for their responsiveness and expertise. They are available to troubleshoot and assist with issues remotely, providing quick resolutions to minimize downtime. Additionally, our Service Team regularly visits dealer locations to conduct Service Seminars, ensuring that dealer technicians are fully prepared to address any potential issues effectively.</p> <p>Service-Driven Approach and Customer-Centric Commitment At RC Mowers, we are 100% service-driven and prioritize customer satisfaction in every aspect of our operations. Our authorized dealers are carefully selected for their technical proficiency and dedication to quality service. We go beyond warranties and guarantees to provide a reliable, seamless experience for Sourcewell participants, supporting their long-term success.</p>
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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 checked="" type="radio"/> Yes <input type="radio"/> No	RC Mowers Authorized Dealer, MTech Company is a certified SBE. Please see the attached list of our dealers, along with the relevant certification documentation.	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	RC Mowers works with an authorized dealer certified as a Small Business Enterprise (SBE). Please see the attached SBE certification.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	<p>RC Mowers' standard payment terms are Net 30 from date of invoice. Terms may be extended beyond 30 days based on specific agreements or customer requirements. We accept multiple payment methods to provide convenience and flexibility:</p> <ul style="list-style-type: none"> • Business checks • ACH/Direct deposits • Credit cards (Visa, MasterCard, American Express) • Wire transfers <p>All payment terms and methods can be customized to align with Sourcewell participating entities' established procurement processes while maintaining our Net 30 standard.</p>

60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>RC Mowers partners with specialized financial institutions that focus on government and educational lending to provide lease and financing options. These banking partners understand public sector procurement requirements and offer:</p> <ul style="list-style-type: none"> • Municipal lease programs • Government-specific financing terms • Educational institution financing packages • Customized payment schedules aligned with budgetary cycles • Competitive rates for public sector entities <p>Our financial partners have extensive experience working with government agencies and educational institutions, ensuring smooth processing of lease and financing applications while meeting all public sector requirements.</p>	*
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.	<p>RC Mowers utilizes the following standard transaction documents for all Sourcewell participating entity purchases:</p> <p>Required from Customer:</p> <ul style="list-style-type: none"> • Purchase Order (PO) referencing the Sourcewell contract number • Tax exemption certificate (if applicable) • Delivery location and contact details <p>RC Mowers Provides:</p> <ul style="list-style-type: none"> • Written quote detailing product specifications and pricing • Order acknowledgment confirming receipt and processing • Terms and conditions of sale • Warranty documentation • Delivery confirmation documentation • Invoice <p>All transaction documents are designed for compliance with public procurement requirements and provide clear documentation of pricing, specifications, and terms. These documents ensure transparency and maintain proper records for audit purposes.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, RC Mowers gladly accepts the P-Card procurement and payment process as part of our flexible payment options. This method provides Sourcewell participating entities with a streamlined and efficient purchasing experience. Importantly, there are no additional costs or fees associated with using the P-Card process for Sourcewell transactions.</p>	*
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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>RC Mowers offers a straightforward pricing model based on fixed percentage discounts from our published List Price.</p> <p>For Sourcewell participating entities, we provide:</p> <ul style="list-style-type: none"> • 20% discount from List Price • Additional volume discounts available for multiple unit purchases • Firm pricing for 12 months from contract award <p>Our complete price book is attached and includes:</p> <ul style="list-style-type: none"> • Product SKUs • List prices • Sourcewell discounted prices • Available options and accessories <p>All pricing is transparent, with no hidden fees or charges. Freight and delivery costs are calculated separately at the time of quote.</p>	*
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.	<p>The pricing proposal presented offers a discount of 20% off List Price for RC Mowers' products. We do not offer a greater discount to any entity.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>RC Mowers offers a volume discount program to provide additional cost savings for customers who purchase multiple units. The volume discount structure is as follows:</p> <ul style="list-style-type: none"> • A 3% discount is applied to orders of 3-4 units. • A 7% discount is available for orders of 5 or more units. <p>This volume discount program is designed to support larger purchases by Sourcewell participating entities, offering further financial flexibility and making it easier for organizations to scale their equipment needs. Currently, we do not have a rebate program, but our volume discounts ensure substantial savings for larger orders.</p>	*

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.	RC Mowers facilitates "sourced" or "open market" items through a transparent pricing structure: <ul style="list-style-type: none"> • Non-contracted items are offered at cost plus 10% • Each request receives a detailed written quote • Quotes include itemized costs and delivery timeframes • Documentation of cost basis provided upon request 	*
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.	All costs associated with our equipment are included in the submitted pricing on our price sheet. There are no additional charges for pre-delivery inspection, installation, setup, training, initial inspection, or any similar services.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges are an additional cost to Sourcewell participating entities. RC Mowers manages shipping through the following program: <p>Freight Calculations:</p> <ul style="list-style-type: none"> • Quotes provided at time of order • Rates secured through multiple carrier partnerships • 10% markup covers packaging and handling • Quotes are guaranteed through delivery - no hidden fees • Actual costs vary based on destination and shipping method <p>Our Service Includes:</p> <ul style="list-style-type: none"> • Professional crating and packaging for safe transport • Complete logistics coordination • Real-time tracking information • Delivery scheduling and coordination • Documentation for receiving and inspection <p>For large orders or multiple units, we can provide special freight arrangements and consolidated shipping to optimize costs. All equipment is properly secured and packaged to ensure safe delivery to the customer's specified location.</p>	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	RC Mowers ensures and provides seamless, specialized freight and delivery services for Alaska, Hawaii, Canada, and other U.S. territories. <p>International/Offshore Shipping Includes:</p> <ul style="list-style-type: none"> • All customs documentation and processing • Port-to-port coordination • International duties and fees included in quotes • Local carrier partnerships for final delivery • Special crating for extended transport <p>Location-Specific Services:</p> <ul style="list-style-type: none"> • Canada (Ontario and Quebec): Direct delivery through established carriers • Alaska/Hawaii: Coordinated mainland-to-port and final delivery service • U.S. Territories: Complete documentation and customs processing <p>All shipments maintain our standard freight program features:</p> <ul style="list-style-type: none"> • Quotes provided at time of order • Firm pricing with no hidden fees • 10% markup covers handling and packaging • Full tracking and logistics coordination • Delivery scheduling 	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>RC Mowers employs several distinctive delivery methods to ensure equipment arrives safely and ready for operation:</p> <p>Factory-to-Customer Process:</p> <ul style="list-style-type: none"> • Professional crating at our Suamico, Wisconsin facility • Pre-delivery inspection before shipping • Shipment tracking and status updates • Dealer coordination for final delivery • On-site uncrating and equipment setup • Immediate operator training upon delivery <p>Special Accommodations:</p> <ul style="list-style-type: none"> • Custom delivery scheduling • Site accessibility assessment • Special handling for limited access locations • Indoor facility delivery when required • Loading dock or lift gate options • Coordinated multi-unit deliveries <p>This systematic approach ensures equipment arrives in perfect condition and is immediately ready for operation. For unique situations or special requirements, our team works directly with customers to develop custom delivery solutions.</p>	*
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.	<p>RC Mowers maintains a systematic self-audit process to ensure full compliance with Sourcewell agreement terms:</p> <p>Order Processing Verification:</p> <ul style="list-style-type: none"> • Sales team reviews each quote against contract pricing • Required Sourcewell contract number on all documentation • Secondary verification of pricing before order confirmation • Final compliance check before invoicing • Monthly audit of all Sourcewell transactions <p>Dealer Compliance:</p> <ul style="list-style-type: none"> • Mandatory submission of all Sourcewell purchase orders to RC Mowers • Verification of correct contract pricing on dealer quotes • Regular dealer training on contract terms • Documentation requirements for all transactions <p>Reporting and Review:</p> <ul style="list-style-type: none"> • Quarterly internal audits of all Sourcewell sales • Regular review of contract compliance procedures • Tracking of all contract utilization • Documentation retention for audit purposes <p>This multi-step verification process ensures accurate pricing and full contract compliance for all Sourcewell participating entities.</p>	*
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.	<p>RC Mowers will track the following key metrics to measure success of the Sourcewell agreement:</p> <p>Contract Performance:</p> <ul style="list-style-type: none"> • Monthly and annual sales volume through Sourcewell • Number of participating entities utilizing contract • Geographic distribution of contract usage • Average order value • Quote-to-order conversion rate <p>Market Impact:</p> <ul style="list-style-type: none"> • New customer acquisition through Sourcewell • Product mix analysis by customer type • Market segment penetration (municipal, education, state) • Contract utilization by region • Dealer engagement with Sourcewell opportunities <p>Customer Success:</p> <ul style="list-style-type: none"> • Order fulfillment time • Customer satisfaction scores • Support response times • Training program completion rates • Equipment utilization feedback 	*

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.	RC Mowers proposes a 2% administrative fee on all Sourcewell transactions with participating entities.	*
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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.	RC Mowers confirms that the pricing offered in this proposal represents our most advantageous pricing available through any cooperative or government contract. No other purchasing agency or contract receives better pricing than what we are offering to Sourcewell participating entities. This pricing structure reflects our commitment to making Sourcewell the preferred purchasing vehicle for our products while ensuring maximum value for its members.	*

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.	<p>RC Mowers offers advanced robotic and remote-operated mowers designed for governmental and commercial applications. Our comprehensive product line includes both new and refurbished equipment, detailed in the attached product brochures. Our current solutions include:</p> <p>The Autonomous Mowing Robot (AMR) represents the cutting edge of mowing technology, enabling government agencies and commercial entities to address labor shortages through automation. This innovative solution allows a single operator to accomplish the work of a three-person crew through sophisticated autonomous operation. The AMR features advanced LiDAR obstacle detection, remote E-Stop functionality, and cellular/GPS connectivity. Its robust design handles complex landscapes and slopes while its EFI engine ensures environmental efficiency. The AMR excels in large-scale applications such as parks, airports, universities, and athletic fields.</p> <p>The R Series Remote-Operated Robotic Mower prioritizes operator safety and efficiency by enabling operation from a safe distance. These units feature impressive slope capability, low ground pressure to protect turf, and reliable EFI engines. The R Series is particularly effective for challenging and hazardous areas including steep slopes, dam embankments, wetlands, retention ponds, roadside maintenance, and fire fuel reduction zones. Their versatility makes them ideal for municipal operations, water treatment facilities, and land management applications.</p> <p>For budget-conscious entities, we offer select Pre-Owned Equipment that undergoes thorough inspection and refurbishment. Each pre-owned unit is certified to meet our performance standards and includes a limited warranty. Availability varies based on current inventory.</p> <p>Complete specifications, options, and detailed capabilities can be found in the attached product brochures and technical documentation.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Application Subcategories:</p> <ul style="list-style-type: none"> • Slope and Embankment Maintenance • Dam and levee mowing • Landfill slopes • Bridge embankments • Roadside vegetation control • Ditch maintenance <p>Water Management Areas</p> <ul style="list-style-type: none"> • Retention pond maintenance • Stormwater canal upkeep • Wetland and swamp preservation <p>Land Management</p> <ul style="list-style-type: none"> • Fire fuels reduction • Land clearing and reclamation • Vegetation control • Nutrient reclamation through mulching <p>Safety-Critical Areas</p> <ul style="list-style-type: none"> • Hazardous slope mowing • High-risk terrain management • Limited access area maintenance <p>Turf Mowing</p> <ul style="list-style-type: none"> • Parks and athletic fields • Airports • Universities and schools • Large field maintenance

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	Our products align with the following classes of solutions: slope mowing, rough cut mowing, dam and levee mowing, wetland and swamp preservation, landfill slope preservation, roadside mowing, retention pond maintenance, ditch maintenance, fire fuels reduction, stormwater canal maintenance, bridge embankment mowing, land-clearing and reclamation mowing, reclaiming nutrients through mulching, land clearing, vegetation control, wide-area turf mowing applications such as universities & schools, airports, parks and athletic fields.	*
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not provide irrigation or aeration equipment.	*
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our products are used to maintain retention and detention ponds, dams, levees, canals, catch basins, wetland and swamps, reservoirs and water treatment ponds.	*

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - 2024 Sourcewell Pricing.pdf - Monday November 25, 2024 16:27:19
- [Financial Strength and Stability](#) - RC Mowers Bank Reference.pdf - Monday November 25, 2024 16:44:02
- [Marketing Plan/Samples](#) - RC Mowers Marketing Samples.pdf - Friday November 22, 2024 16:05:27
- [WMBE/MBE/SBE or Related Certificates](#) - MTech Authorized Dealer Letter & SBE Certification.pdf - Friday November 22, 2024 14:40:44
- [Standard Transaction Document Samples](#) - RC Mowers Limited Warranty Statement_Oct 2024.pdf - Tuesday November 26, 2024 11:26:21
- Requested Exceptions (optional)
- [Upload Additional Document](#) - RC Mowers Dealer Map.pdf - Friday November 22, 2024 16:05:56

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. - Tim Kubista, Vice President of Sales & Marketing, Embankscape Equipment, dba RC Mowers

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