

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: ECHO Incorporated**

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 ECHO Incorporated, 400 Oakwood Road, Lake Zurich, IL 60047 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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



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

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

19) **Grant of License.**

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

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

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

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

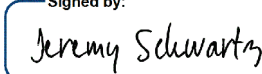
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

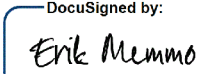
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

ECHO Incorporated

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 2/3/2025 | 6:58 PM CST  
 \_\_\_\_\_

DocuSigned by:  
  
 A1FB8D09F369428...  
 By: \_\_\_\_\_  
 Erik Memmo  
 Title: Vice President Sales  
 Date: 2/3/2025 | 2:14 PM PST  
 \_\_\_\_\_

# RFP 112624 - Grounds Maintenance Equipment and Related Attachments

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## Vendor Details

Company Name: Echo Incorporated  
Does your company conduct business under any other name? If yes, please state: Echo Robotics  
Address: 400 Oakwood Rd.  
Lake Zurich, IL. 60047  
Contact: Darcy nightingale  
Email: Darcy\_Nightingale@echo-usa.com  
Phone: 224-407-0509  
Fax: 847-550-2169  
HST#: 36-2754021

## Submission Details

Created On: Thursday October 10, 2024 08:23:05  
Submitted On: Tuesday November 26, 2024 06:56:02  
Submitted By: Darcy nightingale  
Email: Darcy\_Nightingale@echo-usa.com  
Transaction #: e189801f-67c5-4307-b4ad-764664936676  
Submitter's IP Address: 50.201.145.60

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ECHO Incorporated (“ECHO”)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ECHO Power Equipment Canada
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ECHO Incorporated CAGE CODE: 9VYF5 Unique Entity Identifier: CHV3U6J6VQN7
5	Provide your NAICS code applicable to Solutions proposed.	NAICS for ECHO Inc: 333112 - Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing
6	Proposer Physical Address:	400 Oakwood Rd, Lake Zurich, IL 60047
7	Proposer website address (or addresses):	www.echo-usa.com, www.shindaiwa-usa.com, www.echorobotics.com, www.kwietpower.com, www.echo.ca
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):	Erik Memmo Vice President, Sales 400 Oakwood Road Lake Zurich, IL 60047 Erik_Memmo@echo-usa.com 847.550.2194
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Darcy Nightingale Director, Sales Support & Operations 400 Oakwood Road Lake Zurich, IL 60047 Darcy_Nightingale@echo-usa.com 847.550.2125
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Benjamin Houssa Vice President, Robotics 400 Oakwood Road Lake Zurich, IL 60047 Benjamin_houssa@echo-usa.com 847.540.3697

**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>In 1947, ECHO's Japanese parent company, Kyoritsu Noki Company began manufacturing agricultural equipment. In 1963, the company developed their first 2-stroke chainsaw sporting the ECHO brand name. The chainsaw's success paved the way for new chainsaw models, brush cutters, and even high-performance snowmobile engines for North America.</p> <p>In 1971, the company name was changed to the Kioritz Corporation. In 1972, the United States headquarters was established in Northbrook, Illinois.</p> <p>During this time, ECHO began servicing the outdoor power equipment industry with high-performance 2-stroke engines and handheld products manufactured by Kioritz Corporation of Japan.</p> <p>As a pioneer in the market, ECHO revolutionized the landscape industry. The company invented the world's first backpack blower - the PB-9 - in 1975. Another world-first handheld blower - the PB-200 - followed in 1978. Since then, ECHO has been credited with many other world-firsts in the outdoor power equipment industry. Other innovations include the curved shaft sidewalk edger, articulating hedge clipper, best performance and power output backpack blowers, ultra-quiet blowers at 65 db(A), straight shaft hedge clipper, the world's lightest 50cc chainsaw, and many more.</p> <p>In 1985, ECHO moved its headquarters to Lake Zurich, IL. At the time, our corporate office and manufacturing plant consisted of a 100,000 sq ft. building. Since then, the company has steadily expanded in size, adding additional buildings. The ECHO campus is now more than 588,000 sq ft. Most ECHO products are built in the United States from foreign and domestic components.</p> <p>ECHO has over 800 employees. Our engineers have pioneered many ground-breaking products due to aggressive market research, engineering proficiency, and recognition of customer needs. ECHO successfully evolved 2-stroke engine technology to meet the growing demands of the commercial market while pioneering new efforts to meet both Environmental Protection Agency (EPA) emissions regulations and California Air Resources Board (CARB) standards. Today ECHO's engine technology represents the very best in industry leadership - balancing high-quality performance with environmental demands in a 2-stroke engine.</p> <p>ECHO understands changes in the industry and offers commercial-quality battery products in addition to our gas models.</p> <p>Currently, our 56-volt lithium-ion battery products support 12 different product categories that meet the needs of our commercial customers.</p>
12	What are your company's expectations in the event of an award?	<p>ECHO expects to align the specific requirements outlined in the RFP with our internal capabilities, ensuring we execute the most competitive and compliant service. We expect our dealer network to play a pivotal role in strengthening our bid by leveraging their local expertise, established relationships, and understanding of government procurement processes. We plan to demonstrate not only ECHO's product quality and value but also our capability to deliver high quality, high value products on time, with full support from our trusted partners. The outcome we seek is a successful win that reinforces our reputation in the government sector and opens the door for future opportunities through our strong dealer network. We will monitor every stage of the bidding process closely to adapt to any changes, with the ultimate aim of delivering a solution that exceeds client expectations while optimizing long-term growth.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>ECHO Incorporated is a subsidiary of Yamabiko Corporation ("Yamabiko"), a Japanese company that manufactures and sells outdoor power equipment, including agricultural machinery and industrial machinery. Primarily known for its brands Kioritz, Shindaiwa, and ECHO; Yamabiko formed through a merger of the Kioritz and Shindaiwa corporations in 2008. The company is headquartered in Tokyo, Japan. Ref: Dunn and Bradstreet (DNB) in the Uploaded Documents Section</p> <p>Yamabiko operates globally with a significant presence in North America, Europe, and Asia in three primary business segments, namely outdoor power equipment, agricultural machinery, and industrial machinery. The main outdoor power equipment products include chainsaws, trimmers, brushcutters, and power blowers used in forestry, landscaping, and agricultural applications. Yamabiko exports engines and parts from Japan to the ECHO Incorporated facility in Lake Zurich, Illinois, and assembles ECHO and Shindaiwa products for sale in the USA. For fiscal year 2023, Yamabiko Corporation reported 151.04B Yen revenue, operating Income of 14.230B Yen and, 9.10B Yen in net Income.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>ECHO does not share this confidential information. We have a large market share in gas-powered handheld outdoor power equipment, heavily indexed with commercial/professional users. Our market share is lower in battery products with recent introduction and evolving battery products, also targeted at commercial/professional users.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>ECHO does not share this confidential information. We have a large market share in gas-powered handheld outdoor power equipment, heavily indexed with commercial/professional users. Our market share is lower in battery products with recent introduction and evolving battery products, also targeted at commercial/professional users.</p>



16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>ECHO is best described as option b, a manufacturer.</p> <p>For outdoor power equipment, ECHO partners with seven regional distributors who employ their own sales staff. These distributors represent the ECHO handheld brand across the United States and Canada. They do not sell other handheld brands. ECHO also has its own internal sales team. Both ECHO and distributor sales personnel receive in-person training at least once a year. ECHO also offers online training via our learning management system, ECHO Academy, which is available to all dealers, distributors, and sales personnel anytime.</p> <p>ECHO Robotics partners with 30 robotics authorized dealers in the US market. Our Canadian subsidiary, ECHO Power Equipment Canada, manages all local dealers and sales. Each dealer has its own internal sales team to support their local markets and customers. The national ECHO robotics sales team assists the local dealers by providing leads, joining trade shows, and participating in local events such as onsite product demonstrations. The dealers receive extensive training through webinars, online learning tools, and direct support for large project implementation. Our services team and engineers communicate daily with the dealers. When appropriate, we respond directly to customer questions about our robots.</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.	ECHO certifies our gas products through the Environmental Protection Agency (EPA), Underwriters Laboratories (UL) when applicable, and all battery products Underwriters Laboratories (UL).
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.	N/A
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Pro Tool Innovation Award Winner - CS-2511P Rear-handle Chainsaw (2020)          Pro Tool Innovation Award Winner - Egi-4000 Inverter Generator (2020)          NAEOA Gold Level Award - ECHO Incorporated, Shindaiwa (2020)          Pro Tool Innovation Award Winner - PB-9010 Backpack Blower (2021)          Pro Tool Innovation Award Winner - CS-2511P Rear-Handle Chainsaw (2021)          Landscape Business Twenty New Product Award Winner - PB-9010 Backpack Blower (2021)          NAEOA Gold Level Award -ECHO Incorporated, Shindaiwa (2021)          Pro Tool Innovation Finalist – ECHO DPAS-2600BT 56V Pro Attachment Series Powerhead (2022)          Green Industry Pro’s Editor’s Choice Award Winner – ECHO 56V Battery System Platform (2022)          NAEDA Gold Level Award – ECHO Incorporated, Shindaiwa (2022)          Pro Tool Innovation Winner - DHCS-3400 56V Hedge Trimmer (2023)          NAEOA Gold Level Award – Shindaiwa (2023)          Lake Zurich Green Business Award - ECHO Incorporated (2024)          The Home Depot "Interconnected Partner of the Year"- ECHO Incorporated (2024)          Susan G.Kamen® Partnership - DPB-2500LE 56V Pink Handheld Blower (2024)          Good Housekeeping Best Battery Blower - DPB-5800T 56VBackpack Blower (2024)          Forbes Best Backpack Leaf Blower - PB-580T Backpack Blower (2024)          Popular Mechanics Best of Backpack Blower - PB-7910T Backpack Blower (2024)          Men’s Journal Best of New and Cool Gadgets of the Week - DCS-2500T 56V Chainsaw (2024)          US News &amp; World Report Best Gas Trimmer - HC-2020 Hedge Trimmer (2024)          US News &amp; World Report Best Gas Leaf Blower - PB-2620 Handheld Leaf Blower (2024)          NAEDA Gold Level Award – Shindaiwa (2024)</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Over the last three years, less than five percent (<5%) of our sales were in the governmental sector.
22	What percentage of your sales are to the education sector in the past three years?	Over the last three years, less than five percent (<5%) of our sales have been in the education sector.

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?	ECHO does not currently hold any state cooperative purchasing agreements. However, some of our distributors and dealers do have these agreements. Over the last three years, the annual sales volume has been less than five percent (<5%).	*
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?	The Army and Air Force Exchange Service (AAFES) is an ECHO customer. Following is the following sales volume over the last three years: \$500,000 - 2022 \$600,000 - 2023 \$200,000 - 2024 3-year average = \$433,000	*

**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 *	
SCDOT - Anderson Maintenance	Melissa Erwin	864-260-2217	*
City of Caldwell	Ken Wheeler	208-455-3000	*
City of Rancho Cucamonga-Public Works	Tony Casillas	909-477-2730 ext.4110	*

**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.	ECHO has a sales team of 350 personnel based in the United States and Canada. This team includes 70 directly hired full-time employees. Our distributor and dealer partners employ the remaining 275 full-time sales professionals. ECHO’s sales team, our distributors, and dealer partners sell ECHO products across the United States and Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ECHO’s network of Authorized Sellers includes seven distributor partners and over 5,500 authorized dealer partners operating in all 50 states, Guam, American Samoa, Northern Marina Islands, and Canada.	*
28	Service force.	ECHO’s 16 full-time directly hired service representatives, 2 of which speak English/French, manage technical service questions from distributor service managers, dealers, and consumers from 8:00 am to 4:30 pm, Monday to Friday. The ECHO service team employs two engineers who focus on more complex issues and assist dealers with complex installations or larger projects for our robotic line of products. Our staff develop service training and provide technical training for our distributor and dealer technicians. Training formats include classroom, online classes, and virtual schools. Distributor service staff and dealers attend these schools annually to stay current with the latest service procedures and information. ECHO provides technical bulletins for our dealers and customers as needed. Our staff includes a dedicated Technical Publications Department with 10 directly hired ECHO employees who produce technical service documents, service bulletins, service manuals, operator manuals, and parts catalogs. The Service Department issues newsletters on new software updates and important service topics. Our service team also oversees service and warranty-related issues, resolving them promptly to maximize product integrity and customer satisfaction. Important matters are reported directly to our development team to rapidly identify, fix, and upgrade each product. ECHO partners with seven United States and Canada distributors to sell our outdoor power equipment products. These distributors employ over 30 competent staff to support their dealer network. All distributor service managers provide regional technical service training and technical service support for their dealers and end users on an annual basis. ECHO Robotics partners with over 25 dealers in the United States and Canada. These dealers employ over 200 sales staff and over 50 service staff. ECHO partners with over 3,700 independent outdoor power equipment servicing dealers in the United States and Canada. ECHO and our distributor network are meticulous when training the service technicians in these dealerships. Our dealers support customers with warranty and service repairs. If ECHO do not have a local dealer, we support the customer until we onboard and train a local partner.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell entities will review the ECHO Sourcewell price lists, create a purchase order (PO), and take the PO to a local ECHO authorized dealer to complete their purchase at a 20% Sourcewell discount.	*
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>For outdoor power equipment: ECHO employs a call center staff of 24 ECHO directly hired employees, 2 of which speak English/French. These well-trained personnel respond to end-user product questions from 8 am to 4:30 pm CST, Monday to Friday. We offer phone assistance with a hold time of under one (1) minute and email documentation to the end user for further reference. Customers who need additional assistance are contacted within 24 hours. Our technical service reps are available for further assistance. We direct our end users to a dealer if the issue cannot be resolved over the phone.</p> <p>For robotics: Dealer personnel facilitate the installation of the Robotic unit for the municipality in conjunction with the ECHO support team, including a specific, dedicated applications engineer. Under any warranty, major robot service is handled at the dealer level with the support of ECHO Robotics in both technical and financial backing for field issues. The customer or Sourcewell entity employees will handle the daily maintenance, cleaning of the unit, and blade replacement.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ECHO's large, professional, highly trained, and readily supplied network of regional distributors and independent authorized dealers stand ready to provide service and support to Sourcewell entities. Our forecasting, production, and distribution strategy enable us to ensure distributors and dealers have sufficient stock throughout the year and during occasional events such as natural disasters. ECHO responds promptly and can supply products during demand spikes. For robotics: We usually commit to an installation optimization period after installation, including analysis of the alarms and operation index through our portal.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Based in London, Ontario, our Canadian branch warehouses and distributes ECHO products nationally. The entire range of ECHO robotics, units, parts, and accessories is shipped to over 600 ECHO Authorized Service Dealers across Canada from this location. Dealers are trained to sell ECHO products and provide after-sales service and support to end users and Sourcewell entities.</p> <p>Our Canadian Distribution Center is fully staffed to support our Canadian dealers. Dealers support end users and Sourcewell entities through our bilingual customer service, technical service, training, marketing, purchasing, and financial departments. Our ECHO Canada sales team reports to our Distribution Center in London, Ontario. The representatives work in every province and provide in-person partnerships with our dealers and end-user customers.</p> <p>With national reach, we can fully support Sourcewell entities with their ECHO Outdoor Power Equipment and Robotics in Canada. Service between the United States and Canada is aligned and managed by the same team.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>ECHO's authorized dealers will sell to participating entities in Alaska, Hawaii, Guam, American Samoa, and the Northern Marina Islands.</p> <p>For HI, GU, AS, and MP specific pricing. Ref: Hawaii price list in the Uploaded Documents section.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Payment terms and accepted payment methods vary by dealer location. Common accepted payment methods are cash, check, house account credit and credit card. Authorized dealers can offer customers third party financing terms on ECHO and Shindaiwa branded through Synchrony Bank. For example, 0.0% APR for 12 months equal payments. This example is by no means comprehensive with regard to the full terms and agreement of financing and is valid at the time of writing in 2024. Offers, terms and conditions are not controlled by ECHO Inc. and are subject to change. Sourcewell entities considering financing their ECHO/Shindaiwa purchases are advised to consult with their local authorized dealer for the most current and full offering details.</p>	*

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

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>To promote this opportunity, ECHO will educate dealers, distributors, and end-users about the Sourcwell program to maximize visibility and streamline the bidding process. Below is a breakdown of our approach:</p> <p>Informational Kit for Dealers: Develop a comprehensive information kit for dealers detailing how to place bids through the Sourcwell program. The kit will include an overview of program benefits, bidding instructions, and step-by-step guidance.</p> <p>Communication through Newsletters: Leverage our dealer and distributor newsletters to provide ongoing information and updates about the Sourcwell program.</p> <p>Dealer Direct Websites: Incorporate program information into dealer portals and direct websites to allow for easy access to Sourcwell resources.</p> <p>End-User Webpage with Dealer Locator: Create web-based informational content to educate end-users on identifying and locating dealers participating in the Sourcwell program.</p> <p>Social Media: ECHO will regularly create posts featuring Sourcwell customers and mention our participation in the Sourcwell program. For example, sports fields for universities, schools, or municipalities.</p> <p>Tradeshows: ECHO will promote its involvement with Sourcwell at the many national and local industry tradeshows we support and attend, such as sports turf, landscaping, tree care, and municipal. ECHO will create a banner to indicate our participation in the program.</p> <p>Ref: Marketing</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ECHO will develop marketing assets, including email templates and program FAQs that dealers can use within their networks. ECHO will also implement a comprehensive SEO-focused strategy to increase the visibility of the Sourcwell program through organic search.</p> <p>Ref: Marketing</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>ECHO will include Sourcwell information in our distributor and dealer programs. These programs explain how to do business with ECHO and highlight our programs and promotions each year.</p> <p>The distributor and internal ECHO sales staff will communicate the content of the Sourcwell agreement to our dealers. Field Support/Demo sales staff will promote our Sourcwell relationship with potential Sourcwell entities.</p> <p>ECHO will encourage dealers to provide contact information on all quotes related to Sourcwell eligible entities to help Sourcwell drive additional membership from eligible entities. The inclusion of ECHO in the Sourcwell offering and introductory material will be highly beneficial to both entities.</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>ECHO products are not currently available through an e-procurement process. For robotics: Installation, service, and maintenance quality are important for successful implementation and satisfying customers. A local presence is usually the best way to guarantee an efficient, successful implementation of the robots.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Local maintenance and safety programs are available nationwide through our distributor and dealer field personnel. ECHO continually develops, maintains and distributes end user focused training programs. Additionally, through in-person and online training, we keep our internal, distributor and dealer level partners up to date on the latest sales, service and product related information. In many scenarios, our authorized distributor partners and authorized dealer network modify the training programs and/or lessons to suit their specific market and end user requests.</p> <p>Dates available are scheduled at the Sourcwell entities' request and are subject to the distributors or dealer field trainer's schedule. The training can be held at the regional authorized distributor facility or a local authorized dealer location. These programs are offered at no charge.</p> <p>ECHO's product-specific Safety Manual and usage are available at our website at <a href="https://www.echo-usa.com/technical-documentation?filter_docType=safety-manual">https://www.echo-usa.com/technical-documentation?filter_docType=safety-manual</a> Ref: Technical Guides Uploaded Documents section.</p>

42	Describe any technological advances that your proposed Solutions offer.	ECHO Incorporated (“ECHO”) offers professional-grade, emission-compliant two-stroke, gas-powered handheld outdoor power equipment that can be used for lawn and garden maintenance, field and turf care, golf course maintenance, landscaping, and beach and waterfront maintenance. In contrast, our competitors cannot adapt their engine technologies, forcing them to offer users more technologically complicated, heavier, or expensive engines. ECHO also offers professional-grade, convenient-to-use, environmentally friendly battery-powered tools. With our portfolio of battery-powered tools, unlike our competitors, we have chosen a voltage power standard that best replicates the performance, weight, balance, comfort, and cost of our gas-powered tools. Additionally, simplicity in our battery platform serves as a guiding principle. ECHO Battery System batteries are highly interchangeable between our battery chargers and tools. In contrast, competitors have taken a complicated customer approach to their battery platforms. In ECHO Robotics, our company offers quiet, eco-friendly autonomous mowers that utilize Wisenav or Wireless Exact Navigation through our proprietary RTK base station, which can be used for golf course maintenance, lawn care, and field and turf care. The setup of our robots allows correction data to be provided to multiple units within a five-mile radius of our correction station, enabling sub-inch accuracy and precision mowing with stripes, all without the use of guide wires	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our parent company has an ISO 14001 certification, a globally recognized standard that helps organizations manage their environmental impact and responsibilities. ECHO’s Energy Efficiency Initiatives include the following: Facility solar that provides up to 40% of our peak energy usage We replaced all lighting in the offices, manufacturing areas, and warehouse with LED lighting. Motion detectors have been installed to reduce energy in all areas of our facility. HVAC monitoring system Implemented throughout the facility to reduce overall energy usage. Equipment replacement program focused on implementing energy-efficient equipment, resulting in rebates from ComEd (the electric company) Future projects include a battery storage system for our solar panel system and adding a bulk resin silo to reduce packaging waste from Gaylord Other sustainability initiatives include the following: 100% of our plastic scrap is recycled and used; no material goes to landfill Comprehensive corrugated recycling program We separate refuse and recycle all paper, plastic bottles, and aluminum cans to minimize refuse to landfill Eliminated plastic cups and bottles in the plant and provided employees with reusable bottles All new and replacement plastic injection molds utilize hot runner systems to eliminate plastic runners from the manufacturing process Replaced printed manuals with smaller quick start guides to reduce paper usage	*
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.	All ECHO/Shindaiwa gas-powered outdoor power equipment is certified according to the relevant Environmental Protection Agency (EPA)/California Air Resources Board (CARB) exhaust and evaporative emission requirements (if applicable). Most products are compliant with the relevant American National Standards Institute (ANSI) standards along with the Federal Communications Commission (FCC) and Canada Interference-Causing Equipment Standards (ICES) requirements. Batteries: Certified according to UL2595. Chargers: Certified with California Electric Commission (CEC), US Department of Energy (DOE), Natural Resources Canada (NRCAN) and according to the relevant UL Enterprise, formerly Underwriters Laboratories (UL) standards (UL1012 and UL1310). Battery Products: Most are certified according to the relevant UL product standards (i.e. UL82 and UL62841) and comply with FCC/Canada ICES requirements.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ECHO offers ground maintenance equipment and related attachments that can be used for lawn and garden maintenance, field and turf care, golf course maintenance, landscaping, and beach and waterfront maintenance. ECHO products are specifically designed to be easy to start and use, comfortable to operate, and long-lasting. ECHO and Shindaiwa handheld tools offer an industry-leading five-year homeowner warranty. Most professional tools include only two years of warranty for commercial use. Whereas many ECHO competitors offer two-year warranty coverage for homeowner use and only 90 days for commercial use, ECHO offers a longer warranty because, on average, less than one percent (<1%) of all ECHO tools sold have warranties submitted for tool failures. Furthermore, ECHO offers a comprehensive portfolio of outdoor power equipment tools, with a wide array of genuine ECHO accessories, American National Standards Institute (ANSI) certified safety apparel, and a large selection of readily available service parts. Our distributor partners and authorized dealers offer our legendary warranty, quality, innovation, and above-and-beyond support for the end user.	*

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.	All ECHO professional gas-powered tools have vibration reduction attributes, engine and exhaust covers, and operator presence controls. Other tool-specific features boost operator safety, mitigate company liability, and comply with Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and industry standards when applicable. Battery powered tools operate on a proprietary battery management system to avoid battery overload or overheating hazards. Gas powered tools feature strategically located fuel tanks that are sealed and vented to avoid fuel leak hazards. Examples of other tool-specific safety features include: Chainsaws - inertia chain brakes, chain catchers, and rear hand guards. Trimmers/Brush Cutters - ANSI-compliant debris shields. Leaf Blowers - impeller fan grills/covers and static shock mitigation systems. Turf Mowers - obstacle detection by Sonar, lift detection sensor, GPS for localization of the units
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.	Most ECHO tools have vibration reduction attributes. All handles are angled/ergonomically designed for comfort, with some featuring additional rubber or foam padding for grip and vibration reduction. Shoulder straps are available for several shafted tools such as brush cutters, string trimmers, hedge trimmers, and pole saws. Backpack blowers feature multi-point adjustable and thickly cushioned shoulder straps and back pads, with a unique operator cooling feature available on gas backpacks. Many models offer reduced pulling with either spring assist starting or a compression release valve
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.	All gas-powered engines meet or exceed Environmental Protection Agency (EPA) emission standards. Batteries are eligible for no charge to the user recycling through Rechargeable Battery Recycling Corporation (RBRC), aka call2recycle.

<p>49</p>	<p>Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)</p>	<p>Technical assistance                  Outdoor Power Equipment customers can access technical assistance through our customer support group by phone at 1-800-432-ECHO (3246). Our Representatives are available between 8:30 am - 4:30 pm C.S.T. Monday to Friday. Customers can also locate answers to technical questions through our vast self-help knowledge base 24/7 at <a href="https://www.echo-usa.com/product-support">https://www.echo-usa.com/product-support</a>. Our service dealer network can also provide technical assistance for customers.                  ECHO Robotics customers can contact the authorized dealer that installed the robots for on-site and technical assistance. Technical assistance can also be accessed at <a href="https://myrobot.echorobotics.com">https://myrobot.echorobotics.com</a>. Users can access their robot as well as the full knowledge base on their specific robot. This information is also available via the phone app for their robot. Dealers and customers can also reach out to their dedicated service team member or email <a href="mailto:robotics@echo-usa.com">robotics@echo-usa.com</a></p> <p>Warranty Service                  To obtain warranty service on outdoor power equipment and robotics, the customer can take the unit to an ECHO authorized service dealer for repair. For robots, repairs can also be completed on-site by an authorized robotics servicing dealer. Users can consult ECHO's website <a href="https://www.echo-usa.com/store-locator">https://www.echo-usa.com/store-locator</a> store locator to search for their nearest dealer.</p> <p>2-STROKE GASOLINE PRODUCT WARRANTY PERIOD                  Homeowner Application                  • 5-Year Warranty - All homeowner or non-income producing use units will be covered by this limited warranty for five (5) years from the date of purchase.                  Commercial Application                  • 1-Year Warranty - All chain saws and cut-off saws and cut-off saw carts for commercial, institutional, agricultural, industrial, or income producing use will be covered by this limited warranty for one (1) year from the date of purchase.                  • 2-Year Warranty - All other units for commercial, institutional, agricultural, industrial, or income producing use will be covered by this limited warranty for two (2) years from the date of purchase.</p> <p>Rental Application                  90 Days Warranty - Units for rental use will be covered against defects in material and workmanship for a period of 90 days from the date of purchase                  56-VOLT BATTERY PRODUCT WARRANTY PERIOD                  Homeowner Application                  • Units and bare tools – 5 Years                  • Battery or charger – 2 years                  Commercial Application                  • Units and bare tool – 2 years                  • Battery or charger – 2 years                  Rental Application                  90 days for all units, batteries, and chargers                  Robotics Warranty period                  All robots have a 2-year warranty; some exceptions apply. Ref: Robotics Warranty in the Uploaded Documents section.                  Replacement Parts                  Replacement parts are available from our ECHO 3,700 authorized outdoor power equipment service dealers and over 25 ECHO authorized robotics service dealers in North America. Parts can also be ordered on our website at <a href="https://echo.ordertree.com/">https://echo.ordertree.com/</a></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 type="radio"/> Yes <input checked="" type="radio"/> No	NO
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO

**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.	Payment terms and accepted payment methods vary by dealer location. Common accepted payment methods are cash, check, house account credit and credit card.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Payment terms and accepted payment methods vary by dealer location. Common accepted payment methods are cash, check, house account credit and credit card. Authorized dealers can offer customers third party financing terms on ECHO and Shindaiwa brands through Synchrony Bank. For example, 0.0% APR for 12 months equal payments. This example is by no means comprehensive with regard to the full terms and agreement of financing and is valid at the time of this application submission. Offers, terms and conditions are not controlled by ECHO Inc. and are subject to change. Sourcewell entities considering financing their ECHO/Shindaiwa purchases are advised to consult with their local authorized dealer for the most current and full offering details.



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.	All sales take place at local authorized ECHO dealers. Dealers are independent businesses. The dealers will submit an invoice electronically for each Sourcewell transaction to confirm the sales amount aligns with the agreed upon Sourcewell pricing. If the pricing is higher, ECHO will not reimburse the dealer for the sale. Ref: 2025 Quick Reference Guide Sourcewell Only – Draft distributed to all ECHO dealers in the Uploaded Documents section.	*
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?	As ECHO dealers are independent businesses, this varies by each dealer location.	*
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.	Our price list provides a 20% discount off MSRP for ECHO and Shindaiwa gas and battery units/kits as well as ECHO autonomous mowers. Ref: Price lists in the Uploaded Documents section.	*
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.	20% off MSRP	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	ECHO dealers are independent businesses. They understand the minimum discount allowed for purchases to Sourcewell entities is 20% off MSRP. Dealers may choose to provide additional discounts based on volume quantity.	*
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.	N/A	*
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.	Dealers typically do not charge a setup fee for outdoor power equipment products. However, dealers charge an installation fee ranging from \$1,000 to \$3,000 for robotics products.	*
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.	For outdoor power equipment, there is no freight charge as products are picked up at a local dealer. For robotics products, freight is included in the Sourcewell price.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For outdoor power equipment, there is no freight charge as products are picked up at a local dealer. For robotics products, our subsidiary and their dealers provide free freight to Canada and Alaska. Shipments to Hawaii incur a 15% surcharge from mainland USA.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ECHO tools are purchased through a nationwide network of authorized dealers. For outdoor power equipment: each tool is started and tested at the factory. Once purchased, it is prepped and tested again, and it is accompanied by customer guidance on safe use and maintenance by the dealer. For robotics: Customers acquire our robots through the dealer network as well. Delivery typically involves a site plan developed collaboratively with ECHO Robotics application engineers and our dealer partner specialists.	*
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.	ECHO has implemented a structured process to ensure that the Sourcewell entities obtain the proper pricing. Sourcewell will provide the ECHO agreed upon price list to the participating entities. The entity will then create a PO and go to the PO price to a dealer. After a purchase, the dealer will submit a rebate request through the ECHO Rebate Center, including the customer sales invoice, which is then verified to ensure that the entity received the proper price.	*
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.	After an entity sale, dealers will submit a rebate request through the ECHO Rebate Center. The ECHO Rebate Center will measure the success of the Sourcewell agreement.	*

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.	Our proposed Administration Fee payable to Sourcewell is 1.5%.	*
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**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	N/A

**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>ECHO offers a full line of gas and battery outdoor power equipment, fully autonomous mowers, range pickers, accessories, and parts to meet the need for lawn and garden maintenance, field and turf care, golf course maintenance, and beach and waterfront maintenance. Our outdoor power equipment consists of over 240 gas and battery-powered tools. Our fully autonomous mowers and range pickers are self-charging and fully autonomous. They use Systematic Pattern Navigation for mowing and picking. Task optimization enhances coverage of large areas and consistent operations. The traditional operator can be assigned different tasks. The web-based portal allows for remote monitoring and control of robotic assets for continuing product optimization and data used to make decisions. 4G RTK Base station provides a single point of correction with a functional operating radius of five miles for any ECHO Robotic product in operation.</p> <p><b>LAWN AND GARDEN MAINTENANCE</b>                      ECHO offers a complete line of battery and gas handheld outdoor power equipment and fully autonomous mowers, including, but not limited to augers and engine drills, blowers, chainsaws, chipper/shredders, cut-off saws, edgers, fire pumps, power pruners, trimmers, brush cutters, sprayers, pole saws, tillers/cultivators, shred n' vacs, and generators.</p> <p><b>FIELD AND TURF CARE</b>                      ECHO offers a complete line of battery and gas handheld outdoor power equipment and fully autonomous mowers, including, but not limited to, blowers, fire pumps, trimmers, brush cutters, spreaders, sprayers, pole saws, and tillers/cultivators.</p> <p><b>GOLF COURSE MAINTENANCE</b>                      ECHO offers a complete line of battery and gas handheld outdoor power equipment and fully autonomous mowers including, but not limited to, augers &amp; engine drills, blowers, chainsaws, chipper/shredders, cut-off saws, edgers, fire pumps, trimmers, power pruners, pressure washers, trimmers, brush cutters, spreaders, sprayers, pole saws, tillers/cultivators, shred n' vacs, autonomous golf range pickers and generators.</p> <p><b>BEACH AND WATERFRONT MAINTENANCE</b>                      ECHO offers a complete line of battery and gas handheld outdoor power equipment including, but not limited to, augers and engine drills, blowers, chainsaws, cut-off saws, fire pumps, power pruners, pressure washers, trimmers, brush cutters, sprayers, pole saws, shred n' vacs, and generators.</p> <p><b>USED EQUIPMENT</b>                      Each dealer provides access to quality used and demonstrator outdoor power equipment. Products and quantities are based on availability.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>Subcategories</li> <li>Augers and Engine Drills</li> <li>Lawn Mowers</li> <li>Blowers</li> <li>Chainsaws</li> <li>Chipper/Shredders</li> <li>Cut-Off Saws</li> <li>Edgers</li> <li>Fire Pump</li> <li>Hedge Trimmers</li> <li>Power Pruners</li> <li>Pressure Washers</li> <li>Trimmers</li> <li>Brush Cutters</li> <li>Spreaders</li> <li>Sprayers</li> <li>Wheeled Trimmers</li> <li>Pole Saws</li> <li>Tillers/Cultivators</li> <li>Shred N' Vacs</li> <li>Conventional Generators</li> <li>Inverter Generators</li> <li>Industrial Generators</li> <li>Autonomous Mowers</li> <li>Autonomous Golf Range Pickers</li> <li>Accessories</li> <li>Parts</li> </ul>

**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	YES
78	Irrigation and aeration equipment, systems, parts, and installation	<input type="radio"/> Yes <input checked="" type="radio"/> No	NO
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	YES

**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](#) - 63.Price Lists.zip - Monday November 25, 2024 12:45:06
- [Financial Strength and Stability](#) - 13. ECHO Incorporated-DUNS062475090.pdf - Monday November 25, 2024 12:45:16
- [Marketing Plan/Samples](#) - 37.Marketing.zip - Monday November 25, 2024 12:45:24
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - 61. 2025\_Quick Reference Guide Sourcewell Only - Draft.pdf - Monday November 25, 2024 12:46:21
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Added Value (1).zip - Tuesday November 26, 2024 06:46:01

## 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. - Darcy Nightingale, Director, Sales Support & Operations, ECHO, Incorporated

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

Yes  No

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

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

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