

# MASTER AGREEMENT #112624 CATEGORY: Grounds Maintenance Equipment and Related Attachments SUPPLIER: Textron E-Z GO LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Textron E-Z GO LLC, 1451 Marvin Griffin Road, Augusta, GA 30906 (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.
- award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of

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

- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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

- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

## Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) Reporting Requirements. Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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

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

## 19) Grant of License.

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

- i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) Sourcewell Promotion. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

#### c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3: Supplier Obligations to Participating Entities

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

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

Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

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

Sourcewell

Jeremy Schwartz

Title: Chief Procurement Officer

Jeremy Schwartz

-DocuSigned by:

-1D07F1407D82476

W CI

Rocco Sica

Title: Vice President General Counsel

Textron E-Z GO LLC

Date: \_\_\_\_\_ 2/14/2025 | 7:19 AM PST

Date: 2/14/2025 | 1:03 PM CST

## RFP 112624 - Grounds Maintenance Equipment and Related **Attachments**

#### **Vendor Details**

Company Name: Jacobsen

Does your company conduct

business under any other name? If Textron E-Z-GO LLC

yes, please state:

1451 Marvin Griffin Road

Address: Augusta, GA 30906

Contact: Morgan-Ann Baker Email: mbaker04@textron.com

Phone: 706-550-8808 HST#: 05-0315468

#### **Submission Details**

Created On: Thursday November 21, 2024 07:11:57 Submitted On: Tuesday November 26, 2024 08:13:34

Submitted By: Rocco Sica

Email: TSVlegaldepartment@textron.com

Transaction #: d5e0f4ad-609c-4cc6-b3b6-cabda99de4fa

Submitter's IP Address: 32.66.194.144

#### **Specifications**

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Textron E-Z-GO LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ransomes Jacobsen Ltd	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	M9EUUX4966S5	*
5	Provide your NAICS code applicable to Solutions proposed.	423820	
6	Proposer Physical Address:	1451 Marvin Griffin Rd Augusta, GA 30906	*
7	Proposer website address (or addresses):	https://www.jacobsen.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Rocco Sica, Vice President General Counsel  1451 Marvin Griffin Rd. Augusta, GA 30906  tsvlegaldepartment@textron.com 706.798.4311	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Gordy, Public Sector Manager  1451 Marvin Griffin Rd. Augusta, GA 30906  jgordy@textron.com 260.600.3816	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Neil Perez, Sr Director of Sales  1451 Marvin Griffin Rd. Augusta, GA 30906  nperez@textron.com 704.614.2691	*

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

			_
Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1921, Jacobsen has offered a complete line of professional turf maintenance equipment and specialized turf-care vehicles, including related equipment parts, for golf courses, sporting venues, airports, municipalities, and commercial and industrial uses as well as sprayers for chemical application and heavy-duty vehicles utilized for transportation and material handling. Jacobsen has supported turf professionals and a multitude of industries for over 100 years.
		From its first power lawn mower in 1921, renowned for its breakthrough cut rate, to developing the industry's first triplex without any hydraulics, and recently releasing the first all-electric triplex mower, Jacobsen has always placed an emphasis on innovation and providing the best product and service for turf maintenance.
		Supported by a vast and experienced distributor network, Jacobsen is proud to be identified with industry-leading organizations, such as being identified as the Primary Lawn Care Provider of Nashville Soccer Club (Major League Soccer), supporting the 2022 FIFA World Cup in Qatar, maintaining all turf sports facilities at the University of South Carolina, and presenting an all-electric fleet of reel and rotary mowers at the 2024 Summer Games in Paris, partnering with Le Golf National. An HR600 rotary batwing is responsible for maintaining the White House lawn. Jacobsen is confident it provides a comprehensive lineup of solutions and would welcome the opportunity and privilege to work with Sourcewell and its participating agencies.
		Our Mission: We are passionate people creating vehicles that make life easier, more productive, and fun.
		Our Core Values: We Have the Will to Win, We Win When We Work Together, We Listen to Decide, We do What We Say, We Act with Confidence
		Further, Jacobsen adheres to the Textron Business Conduct Guidelines, honesty, integrity and high ethical standards.
12	What are your company's expectations in the event of an award?	In the event of an award, we will begin implementing a strategic plan focused on Sourcewell. We will ensure that our distributor network support the award and have a thorough understanding of the contract details, compliance benchmarks and reviews, and pricing policies.
		Our primary focus is on implementing best practices and will utilize the Sourcewell team to ensure these benchmarks are being met.
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	Jacobsen is part of Textron Inc (NYSE: TXT), one of the world's best known multi- industry companies, recognized for its powerful brands such as Bell, Cessna, Beechcraft, Jacobsen, E-Z-GO, and many more. The company leverages its global network of aircraft, defense, industrial, and finance businesses to provide customers with innovative products and services. Textron is a \$13.7bn company, with a worldwide presence supported by 34,000 people in more than 25 countries.
	response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Textron's annual reports and proxy materials may be found at:https://investor.textron.com/investors/investor-resources/annual-report-and-proxy-materials/default.aspx. The 2023 annual report has also been uploaded in the document section.
14	What is your US market share for the Solutions that you are proposing?	Jacobsen participates in a variety of sectors related to turf maintenance. The two primary areas are classified as golf and public sector. Jacobsen reel and rotary mowing equipment are sold in both spaces. Data is collated from a variety of sources, including The National Golf Foundation (NGF), private data such as EDA, annual surveys, OPEI, etc. While we are unable to provide an exact figure and understanding market share varies at product and geographic regional level, US aggregate market share in both areas is 13% - 18%.
15	What is your Canadian market share for the Solutions that you are proposing?	Jacobsen participates in a variety of sectors related to turf maintenance. The two primary areas are classified as golf and public sector. Jacobsen reel and rotary mowing equipment are sold in both spaces. Data is collated from a variety of sources, including The National Golf Foundation (NGF), private data such as EDA, surveys, OPEI, etc. While we are unable to provide an exact figure and understanding market share varies at product and geographic regional level, Canadian aggregate market share in both areas is 11% - 16%.
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	There are no current and/or completed bankruptcy proceedings within the past seven years.
	of this RFP evaluation.	

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Jacobsen is best described as a manufacturer. A vast and experienced network of twenty-two authorized distributors represent the brand through sales and service. Local sales and service support may be found at https://www.jacobsen.com/shopping-tools/find-dealer. These authorized distributors have been trained on Public Sector and compliance. They maintain a staff of certified salespeople and technicians to service their area.  Jacobsen distributors work closely with the Jacobsen sales and product support teams to ensure excellent coverage and support in their area. Jacobsen factory representatives are available to assist distributors and participating agencies as needed.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no current and past debarments or suspensions within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	i. Recognized by Fortune Magazines' "World's Admired Companies" list for 2022 ii. Recognized Forbes' as "World's Best Employers" for 2020 iii. Recognized by Forbes as "Best Employers for Diversity iv. Recognized by Forbes' as "America's Best Employers for Women" in 2019 v. Recognized as Newsweek's "America's Greatest Workplaces", "America's Greatest Workplaces for Parents and Families", and "America's Most Responsible Companies" vi. Handshake Early Talent Rewards vii. Match 2023 Campus Forward Awards viii. HBCU Top Supporter	*
21	What percentage of your sales are to the governmental sector in the past three years?	30% of Jacobsen sales are to the governmental sector in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	10% of sales are to 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?	EKA (GSA/AFNAF): \$500,000 OMNIA: \$2,000,000 Texas Buyboard: \$100,000 Florida State Contract: \$100,000	*
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?	EKA is Jacobsen's authorized government reseller, who sells through GSA to the Federal Government. They work with Jacobsen factory representatives as well as the distributor network to facilitate sales and support nationally. Annual sales volume is typically \$350,000 - \$500,000.	*

## 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 *	
Stetson University (Melching Field, 2018 College Baseball Field of the Year)	Brad Keith	386.822.8100	*
University of South Carolina	Tim Flanagan	803.777.4202	*
City of Memphis	Paul Carter	901.636.6786	*

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.	The Jacobsen OEM sales team is comprised of four regional sales managers, public sector manager, distributor channel manager, and strategic account manager, reporting to the director of sales. The Jacobsen sales staff supports and manages twenty-two authorized Jacobsen distributors, who cumulatively employ 100+ sales representatives throughout the United States and Canada.	
		All Jacobsen sales staff have been trained in government cooperatives, local and federal contracts and understand compliance and regulations. The public sector manager is responsible for completing these trainings with Jacobsen and distributor salespeople. The public sector manager works closely with contract administrators to maximize effectivity, support, and ensure appropriate reporting.	*
		Jacobsen also employs additional internal representatives to complete monthly and quarterly sales reporting, order update requests and escalations, as well as general sales operations support.	
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Jacobsen is supported by twenty-two authorized distributors. Local sales and service support may be found at: https://www.jacobsen.com/shopping-tools/find-dealer. The average tenure of a Jacobsen distributor is 35-years. Distributor's location quantity and size varies based on market and geographical footprint of region. Jacobsen's distribution channel contains over sixty offices/facilities, all of which have the capacity to support pre-sale and post-sale activities; these activities include, but are not limited to sales calls/meetings, demonstrations, warranty, service, and parts support, as well as infield and/or pickup and delivery services. In addition to new products, authorized distributors offer used, certified pre-owned, trade-in, leasing/financing options.	*
		Distributor salespeople must also undergo a certification process to qualify to represent the Jacobsen brand, ensuring accurate product knowledge and appropriate model application, as well as safe operation.	
28	Service force.	Jacobsen employs five Regional Product Support Managers, to provide telephonic, virtual, and/or infield technical training and assistance to both distributors and endusers, as required. Technical support may also be accessed at servicehelp@textron.com. The Technical Support Team and Product Support Managers bring over 100 years of cumulative expertise to the industry.	
		They also assist in managing the authorized distributor service staff of over 100 technicians. Product support managers and distributor technicians are required to complete training and certification from our Technical Training Team on an annual basis. Supplemental training is also provided throughout the year on items including, but not limited to, ELiTE lithium technology, engine diagnostics, hydraulics, and how-to, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The quotation and order submission process may be completed in person, telephonically, or via email through authorized Jacobsen distributors. Payment terms and methods will be received at the distributor's discretion.	
		Once an order is received, it will be reviewed by the Jacobsen sales operations team to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature(s) authorizing the sale.	*
		In the event there is no distributor presence, the Sourcewell member will work directly with the relevant Jacobsen regional sales manager.	

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.	At the time of delivery, the Sourcewell customer will receive primary points of contact from the authorized distributor. When delivery is made on new equipment, a review of the equipment will be completed as well as basic operator and technical training. This training will include suggested maintenance and where to locate information in the Owner's Guide. This will be completed at no additional charge.  The authorized Jacobsen distributor will respond to service inquiries within twenty-four hours for assessment and troubleshooting. If further action is required, service calls are expected to be completed within seven days of contact. All cases of escalation will be sent to the relevant Product Support Manager, Technical Support, Regional Sales Manager, and Public Sector Manager.
		The distributor program also incentivizes robust parts inventory holding, as well as technical training and best practice programs.
		Owner's and Parts Manuals may be found at: https://www.jacobsen.com/owners/product-parts-and-manuals.
		Jacobsen equipment is covered by a comprehensive Two-Year Warranty. *Two years from retail purchase or a maximum of 2,000 hours (on models equipped with hour meters), whichever comes first. Warranty extends to the original purchaser only and is not transferable to any subsequent purchases.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Jacobsen offers a complete line of professional turf maintenance equipment and specialized turf-care vehicles, including related equipment parts, for golf courses, sporting venues, airports, municipalities, as well as commercial and industrial uses. For more than 100 years, Jacobsen has supported the turf-maintenance industry. Jacobsen is confident it represents a comprehensive offering for Sourcewell users and participating public agencies nationwide. Further, the distributor network is incentivized via the Jacobsen program to focus its offering, coverage, and support in this space. Detailed product information may be found at: www.jacobsen.com
		Heavy-duty vehicle and sprayer options may be found at: https://cushman.txtsv.com/golf/vehicles/turf-maintenance/truckster-xd and https://cushman.txtsv.com/golf/vehicles/turf-maintenance/spraytek-xp
		With our expanding internal focus, resource allocation, and strategic growth initiative in the Public Sector through cooperatives such as Sourcewell, Jacobsen would welcome the opportunity to add value with our product and support to participating agencies.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Jacobsen offers a complete line of professional turf maintenance equipment in Canada supported by full distributor coverage, with distributor locations in every province. The public sector remains a primary focus and is integral to the success of distributors in this area. Currently, Canadian distributors do not have access to a joint purchasing cooperative contract, they have communicated their willingness to allocate resources to expand in this space, when provided the opportunity. They would also be incentivized via the Jacobsen program to focus their offering, coverage, and support for participating agencies.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Jacobsen is capable of fully serving the United States, excluding Alaska. Jacobsen is capable of fully serving all provinces in Canada.  If a lack of coverage develops, the customer may work directly with the relevant
		regional sales and product support managers until an appropriate distributor is established.
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.	Jacobsen will provide its solutions and service to all Participating Entities in the continental United States, Hawaii, and all of Canada. Currently, Jacobsen will not be able to provide full access to its solutions and service in the state of Alaska due to lack of distributor coverage.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The current restrictions for our solutions to participating entities include Alaska due to lack of distributor presence within the state. NO restrictions would apply to Hawaii and US territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Jacobsen will extend terms to non-profit entities.

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

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for promoting Sourcewell is to ensure that information about our contract opportunity is readily available on our Jacobsen website, social media platforms, and distributor communications. We have also created marketing materials such as pamphlets and banners that readily promote our cooperative participation. Further, comprehensive trainings will be initiated at the national, regional, and local level with all Jacobsen sales staff as well distributor sales and marketing personnel to maximize the opportunity. Based on reporting, Jacobsen will also enact targeted marketing campaigns to improve the acceptance of the cooperative and brand. Best practice implementation will be shared as well as strategies to support participating agencies.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Jacobsen supports our digital marketing decisions by tracking digital metrics through our websites and our social media platforms. Currently our social media platforms are Facebook, X, Instagram, LinkedIn, and YouTube. These can be found in the below links:  https://www.facebook.com/Jacobsen.Turf/ https://www.instagram.com/jacobsenturf/?hl=en https://www.linkedin.com/company/jacobsen-a-textron-company/ https://www.youtube.com/user/JacobsenTurf  In addition, Jacobsen utilizes targeted advertising to enhance effectiveness in specific market areas.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell's role will be highlighting the ease of use and benefits with the cooperative contract to participating partners, as well as ensuring that this information is readily available to Sourcewell members who may seek out products listed in this RFP.  We would continue training our internal sales and dealer sales representatives on the contract specifications. This will help us in the promotion of our contract to all participating customers. Additionally, we would like to create further marketing materials that can be utilized throughout the sales process.	*
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.	Currently, we do not offer e-procurement solution for ordering new vehicles. Our current digital tools include the "Find A Dealer" and "Request Info" functions on the Jacobsen website, which facilitate efficient and transparent purchasing processes through the dealer point-of-contact. This system has been successfully utilized to streamline purchasing workflows, reduce administrative overhead, and ensure compliance with procurement regulations, resulting in improved efficiency, better access to product information, and enhanced support throughout the procurement process.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All authorized Jacobsen dealers provide comprehensive training on all products and equipment offered. This includes a thorough review of routine maintenance and service items. Standard operator training is provided upon delivery of the machine at no additional cost. Additionally, training on the aforementioned items can be requested directly from the manufacturer by participating entities. All training programs, whether provided by dealers or the manufacturer, are offered at no cost to the purchasing entities.	*
42	Describe any technological advances that your proposed Solutions offer.	Jacobsen is a leader in providing comprehensive electrification solutions within the industry. We also offer a full-featured fleet management software called PACE, which includes capabilities such as geofencing, equipment monitoring, tracking, and analysis of historical data patterns. PACE enables entities to maximize productivity and effectively plan the utilization of their fleet.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Jacobsen manufacturing facilities are ISO 14001 certified, ensuring a focus on sustainable manufacturing practices. Additionally, the Jacobsen electrified product line often meets the requirements for local "green" initiatives, depending on the region.	*
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.	Our manufacturing process is ISO 14001 certified, demonstrating our commitment to sustainable practices. Additionally, we have a comprehensive sustainability plan and report available for Textron Specialized Vehicles.	*
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?	As a legacy brand in the industry, Jacobsen offers dependability, reliability, and comprehensive support for all our equipment. This is backed by a vast partner network providing sales, parts, and service support. Jacobsen also offers various electrification solutions tailored for municipalities, golf courses, and sports turf. Additionally, we provide the most comprehensive solution for wide area mowers (WAM), with options available in 11, 14, and 16-foot widths.	*
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 our equipment meets or exceeds ANSI B71.1-2017, ANSI/OPEI B71.4, and ISO 21299:2009 safety standards. Additionally, our equipment includes warning lights and notifications to alert operators of critical failures. Our electrified units provide up to 60% lower noise and vibration, reducing operator fatigue and increasing awareness during operation. We also offer Tilt Sensing Technology (TST) on several machines to reduce the likelihood of rollovers.	
47	Describe any ergonomic features your equipment has such as antivibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Various standard options are available, depending on the machine. These options include isolated mounted operator platforms, suspension seats, fully adjustable seats, adjustable operator controls, full-color operator displays, adjustable pedals, auto-set brakes, and enhanced visibility during operation. Operator comfort and safety remain top priorities for our machines, and each feature is standard when it provides the most substantial positive impact.	
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.	Jacobsen offers a wide range of machines designed to reduce environmental impact. These options include fully lithium-powered units for zero emissions, hybrid machines to reduce fuel consumption, auto-idle features on larger engines, and auto-throttle to adapt to various conditions. All hydraulic machines come standard with Greens Care hydraulic oil, a fully biodegradable oil to minimize environmental impact.	
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	All equipment is fully serviceable by the entities if they wish to perform onsite services. We have enhanced onboard diagnostics to allow for maximum troubleshooting and serviceability of our machines. Our dealer network is extensive across North America, ensuring service and parts support for both warranty and service work. Each dealer is required to maintain adequate parts stock levels to ensure proper parts availability. In the event a part is not in stock, overnight and weekly shipments are available. Additionally, factory product specialists are available for further support if needed. All our machines come standard with a 2-year warranty, with extended warranties available up to 5 years. Lithium machines offer a 5-year, unlimited amp-hour warranty on the battery packs.	

## 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.		C Yes No	No *
51		Minority Business Enterprise (MBE)	○ Yes No	No *
52		Women Business Enterprise (WBE)	∩ Yes	No *
53		Disabled-Owned Business Enterprise (DOBE)	<ul><li>C Yes</li><li>♠ No</li></ul>	No *
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ⓒ No	No *
55		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	No *
56		Small Business Enterprise (SBE)	C Yes ⓒ No	No *
57		Small Disadvantaged Business (SDB)	C Yes	No *
58		Women-Owned Small Business (WOSB)	C Yes ⓒ 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.	Commonly accepted payment terms and methods include NET 30, third-party financing, P Cards, credit cards, open account, cash, check, ACH, wire. Please note that not all authorized distributors will accept all the payment methods listed – payment terms and methods will be received at the distributor's discretion.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing options are available through third-party vendors such as Wells Fargo, PNC, Univest, and First Citizens. The rates and terms depend on the current offers available at the time of purchase. Typical options include 24–72-month financing and 24–72-month leasing with fair market value (FMV), \$1 buyout, lease purchases, and municipal/government lease solutions. Each vendor has a designated representative who will work with participating agencies to not only tailor the appropriate financial solution, but also assist with documentation processes and procedures.	*

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.	To obtain a quotation, Sourcewell participating entities will contact their local Jacobsen authorized distributor.  Authorized Jacobsen distributors may accept purchase orders telephonically, via electronic mail, or in person. The Jacobsen distributor will submit the purchase order to Jacobsen's sales operations team/public sector manager.	
		Due to transactions occurring at the local partner level, documents, contracts, and agreements may vary, depending on the distributor. Once an order is received, it will be reviewed by the Jacobsen sales operations team/public sector manager to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature(s) authorizing the sale. All quotations and transaction documents will provide terms and conditions per the Sourcewell agreement.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card procurement and payment process is typically accepted by authorized Jacobsen distributors. However, various representatives may have specific stipulations for payment processing.	*
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.	Jacobsen's pricing model has been outlined in the documents upload section. Jacobsen is proposing a flat percentage discount off list price/Market Suggested Retail Price (MSRP) that is a national pricing structure (including Canada), including implements, attachments, and/or accessories purchased with and for the equipment. All pricing to Sourcewell participating entities is not to exceed. This will be monitored and audited to ensure compliance with the pricing structure.	*
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.	The pricing discount is 25% off list price/MSRP. Implements, attachments, and/or accessories sold with and for the traction units on the same purchase order will qualify for the same discount but do not count towards the total number of units.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	For sales of three or more traction units sold to one customer on the same purchase order, additional percentage discounts are available. Implements, attachments, and/or accessories sold with and for the traction units on the same purchase order will qualify for the same discount but do not count towards the total number of units.  3-4 Units: Additional 1% (26% off MSRP)	*
		5-6 Units: Additional 2% (27% off MSRP) 7-8 Units: Additional 3% (28% off MSRP) 9+ Units: Additional 4% (29% off MSRP)	
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.	Items that will be sourced and not listed on this contract will be provided based on availability and at the discretion of the supporting authorized Jacobsen distributor, including the discount/pricing on items outside the terms and pricing of this potential agreement.	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspection (PDI), mandatory training, and initial inspection will be provided at no additional cost to the purchasing entity. Installation may be subject to additional charges, pending the local authorized Jacobsen distributor, and will be provided at the time of quotation.	*
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.	Optional delivery charge of \$8.00 per loaded mile is allowed for the delivering distributor. For deliveries within the continental United States and Canada, the Sourcwell participant will NOT be charged factory freight by the delivering distributor.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Factory freight will not be charged by the delivering distributor in Canada.  For deliveries to AK, HI, or any offshore deliveries, factory freight will be paid by the Sourcewell member. Freight rates will be included on the product quotation.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery methods will be managed by the local authorized Jacobsen dealer and will not include any unique distribution or delivery methods.	*

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.	Once an order is received by an authorized distributor, it will also be reviewed by the Jacobsen sales operations team/public sector manager to ensure all details match contractual discounts and include details such as the contract number, point-of-contact, and final signature(s) authorizing the sale. All quotations and transaction documents will provide terms and conditions per the Sourcewell agreement.	*
		Once a product is delivered, the unit(s) will also be coded as public sector/Sourcewell in the registration system, allowing Jacobsen to provide accurate quarterly/annual reporting and track lifecycle equipment trends. Pricing and relevant documentation will be spotchecked on a quarterly basis as well.	
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.	To ensure Jacobsen delivers mutual success with the Sourcewell contract, we would monitor the following internal metrics: Sales Volume, Model Types Sold including drivetrain, Subcategory of Sourcewell customer sold-to (i.e., K-12, Higher Education, etc.), and Sales Velocity.  Jacobsen also utilizes Salesforce to monitor all sales activity in the distributor network. Sourcewell participating agencies will receive a specific code so items such as sales engagement may be tracked.  Jacobsen will also complete internal audits with our Sourcewell contract to ensure we are meeting the sales goals quarterly/annually.	*
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.	Jacobsen is proposing a 1.5% administration fee on the total sales price, payable to Sourcewell for the utilization of the services provided in the agreement during the period defined by the contract.	*

## **Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. Further, no other entity with a direct relationship with Jacobsen receives a contracted multiunit discount.

- 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 Jacobsen Sourcewell Pricing.zip Monday November 25, 2024 07:31:58
  - Financial Strength and Stability Textron Annual Report 2023.pdf Monday November 25, 2024 08:01:09
  - Marketing Plan/Samples Jacobsen Marketing Plan.zip Monday November 25, 2024 06:58:50
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - <u>Requested Exceptions</u> Sourcewell Master Agreement Exceptions Ransomes Jacobsen.pdf Monday November 25, 2024 09:05:03
  - Upload Additional Document Sourcewell Additional Documents.zip Monday November 25, 2024 09:35:14

## **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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.
- By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. Rocco Sica, Vice President, General Counsel, Textron E-Z-GO LLC

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

#### Yes No

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

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

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

## 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.	Jacobsen offers a complete line of professional turf maintenance equipment and specialized turf-care vehicles, including related equipment parts, for golf courses, sporting venues, airports, municipalities, as well as commercial and industrial uses. Jacobsen manufactures both reel and rotary mowers, as well as sprayers for chemical application and heavy-duty vehicles for transportation, material handling, and a variety of implement utilization. Jacobsen also provides the most comprehensive solution for wide area mowers, with options available in 11, 14, and 16-foot widths. For more than 100 years, Jacobsen has supported the turf-maintenance industry. Jacobsen is confident it represents a comprehensive offering for Sourcewell users and participating public agencies nationwide.
		Further, Jacobsen does provide the option for fully electric turf maintenance equipment for some models, powered by Samsung technology. Jacobsen also provides products with a variety of drivetrain options, including gas, diesel, and hybrid. A full-featured fleet management software called PACE is also offered, which includes capabilities such as geofencing, equipment monitoring, tracking, and analysis of historical data patterns. PACE enables entities to maximize productivity, improve asset security, and effectively plan the utilization of their fleet.
		In addition to new products, authorized distributors offer used, certified pre-owned, trade-in, leasing/financing options.
		Detailed product information may be found at: www.jacobsen.com Heavy-duty vehicle and sprayer options may be found at: https://cushman.txtsv.com/golf/vehicles/turf-maintenance/truckster-xd and https://cushman.txtsv.com/golf/vehicles/turf-maintenance/spraytek-xp
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Jacobsen also offers accessories and implements to provide the best option for turf professionals and organizations to maintain the specific needs of their surfaces. Subcategories include farm machinery and equipment manufacturing, Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing.

## 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	
	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		All types of lawn, field and turf care, golf course, landscape.	*
	Irrigation and aeration equipment, systems, parts, and installation	C Yes ⓒ No	No	*
79	Beach and waterfront maintenance equipment and accessories	C Yes  No	No	*

## **Exceptions to Terms, Conditions, or Specifications Form**

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

#### **Documents**

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