

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MTD Products Company (dba Cub Cadet), 5903 Grafton Road, Valley City, OH 44280 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

MTD Products Company (dba Cub Cadet)

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:25 PM CDT

DocuSigned by:
Matthew Miller
By: C111297902FF45C...
Matthew Miller
Title: Director of National Accounts
Date: 4/28/2021 | 11:28 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 4/28/2021 | 12:31 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: MTD Products
Does your company conduct business under any other name? If yes, please state: Cub Cadet
Address: 5903 Grafton Road
Valley City, OH 44280
Contact: Matthew Miller
Email: matt.miller@mtdproducts.com
Phone: 410-512-7205
Fax: 410-512-7205
HST#: 581999150

Submission Details

Created On: Monday February 01, 2021 09:45:00
Submitted On: Wednesday March 10, 2021 11:29:19
Submitted By: Matthew Miller
Email: matt.miller@mtdproducts.com
Transaction #: 58a33c56-c135-439a-9fca-b15aef8062e4
Submitter's IP Address: 192.34.176.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	MTD Products Company (dba Cub Cadet)
2	Proposer Address:	5903 Grafton Road Valley City, Ohio 44280
3	Proposer website address:	https://www.mtdproducts.com/ https://www.cubcadet.com/
4	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 and, in the event of award, will be expected to execute the resulting contract):	Matthew Miller Director of National Accounts 410-512-7205 matt.miller@mtdproducts.com 5903 Grafton Road Valley City, OH 44280
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matthew Miller Director of National Accounts 410-512-7205 matt.miller@mtdproducts.com 5903 Grafton Road Valley City, OH 44280
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jennifer Kucera Sales Support Lead 330-558-3528 216-213-9689 jennifer.kucera@mtdproducts.com 5903 Grafton Road Valley City, OH 44280

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 1932, MTD Products Company is a worldwide leader of outdoor power equipment headquartered in Valley City, near Cleveland, Ohio. Through our facilities in North America, Europe, Asia, and Australia, we produce quality mowers, snow throwers, utility vehicles, trimmers, tillers, and more for both residential and commercial markets. Our products can be found online and across the globe in all channels of distribution including, home improvement stores, hardware stores, mass retailers, independent dealers and farm supply stores.</p> <p>Our current family of brands includes Cub Cadet®, Troy-Bilt®, and Remington®, as well as Robomow®, Yard Machines®, Rover®, WOLF-Garten®, and Bolens®. Together they offer a complete range of products to suit every type of customer and every kind of lawn and garden.</p> <p>Since 1961, Cub Cadet lawn and garden equipment has been proudly Built in America at our world-class manufacturing facilities in Ohio, Mississippi, and Tennessee. Cub Cadet's innovative products are designed and engineered in Valley City, Ohio — the headquarters of its global operation. Hundreds of local employees in the United States ensure that every detail is just right. Cub Cadet represents American ingenuity, pride, and quality at its best.</p> <p>While diverse in nature, our brands share one thing in common. They are all backed by our strong network of MTD support focused on uncompromising quality, service, and value through advanced manufacturing. Our engineering expertise and state-of-the-art facilities fuel our reputation for innovation and award-winning products.</p> <p>At MTD, our commitment to our brands and our employees, the communities in which we operate, and the world in which we live, is second to none. Even today, we remain committed to the core values of our founders: Stewardship, Passion, Respect, and Integrity. These values have been integral to our success and growth, and they continue to drive our decisions today.</p>	*
8	What are your company's expectations in the event of an award?	MTD's expectation's in the event of the award is to be a valuable resource to Sourcewell and the end-users we serve. We expect Sourcewell to be a valuable tool to grow our presence with participating entities and to be a part of Sourcewell's vision of empowering community success.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attachment documenting MTD's financial strength	*
10	What is your US market share for the solutions that you are proposing?	According to the Outdoor Power Equipment Institute report, as of January 2020 Cub Cadet is ranked number 1 in Market share for consumer Zero Turn Mower Riders coming in at 21% in the United States. Overall Cub Cadet Riding Mower Market share in 2020 was 22.5%. The entire Cub Cadet Commercial portfolio continues to gain share in the market finishing FY 2020 at 6.5% market share	*
11	What is your Canadian market share for the solutions that you are proposing?	Cub Cadet Riding Mower Market Share finished nearly 7% up from PY 2019 within the Canadian Market. Overall Riding mower Canadian Market share is 20.3%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MTD Products Company has never petitioned for Bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>MTD Products Company is a manufacturer of Outdoor Power Equipment. MTD Products Company employs approximately 120 field sales representatives throughout the United States referred to as the 1MTD Sales Team. Below is our representation broken down by Market:</p> <p>Northeast: 34 Representatives Mid-Atlantic: 26 Representatives Mid-West: 21 Representatives Southeast: 20 Representatives West: 21 Representatives</p> <p>In addition to Sales Representatives employed directly by MTD our sales footprint includes approximately 1600 independent retailers throughout the United States. On average, each independent retailer employees two sales professionals per location.</p> <p>MTD's robust sales organization and strong dealer network is committed to provide the ultimate customer experience by providing support and training to potential and current MTD customers. Specifically, the stated contract will be included in all training and program material provided to the MTD dealer network. Accountability for driving awareness and usages of the contract will be accomplished by providing the dealer network goals and objectives for the use of this contract.</p>	*

14	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	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	MTD Products Company with its brand Cub Cadet was awarded Landscaper Business 2020 New Product Award and the Green Industry Pros 2020 Editor's Choice Award in addition to multiple Consumers Digest and Consumer Reports awards. Cub Cadet was rated good by Consumer Reports for reliability and very good for satisfaction.	*
17	What percentage of your sales are to the governmental sector in the past three years	MTD Products percentage of sales sold to the governmental sector has averaged 21% over the last 3 years within our commercial product line-up.	*
18	What percentage of your sales are to the education sector in the past three years	MTD Products percentage of sales sold to the education sector has averaged 11% over the last 3 years within our commercial product line-up.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard- Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation #611-20 – \$100K Equalis Group- Grounds Maintenance Equipment # EQ-111519-02A – Contract less than 1 year. Commonwealth of Pennsylvania 440020100 Ag. Grounds Keeping Type Power Equipment- 900K State of Washington Lawn and Grounds Equipment 05218 – 600K Ohio Department of Transportation Mower Attachments and Zero Turn Mowers 208-20 \$200K State of Washington #05218 - Lawn and Grounds Equipment - \$100K State of Pennsylvania #4400020100 - Agricultural/Grounds Keeping Type Power Equipment - \$200K	*
20	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?	Prior to 2021 MTD Products Company has not held any GSA Contracts or Standing Offers and Supply Arrangements. MTD is currently working with SupplyCore on a supply agreement to hold Cub Cadet product on GSA Contract # GS-06F-0014N. As of 2-2021 MTD Products does not hold a GSA Contract.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Suffolk Public Schools	Ryan Johnson	757-636-6288	*
Morgan County Parks & Recreation	Sean Dailey	256-560-6072	*
City of DuBois	Scott Farrell	814-590-7651	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Loudoun County School District	Education	Virginia - VA	Commercial mower purchase	10	170,000	*
Montana Fish Wildlife and Parks	Government	Montana - MT	Utility vehicle purchase	6	85,194	*
Omaha Public Schools	Education	Nebraska - NE	Commercial mower purchase	7	53,119	*
Miami Conservancy District	Non-Profit	Ohio - OH	Commercial mower purchase	4	66,996	*
Delaware County Engineers	Government	Ohio - OH	Commercial mower purchase	5	54995	*

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	MTD Products Company employs approximately 120 field sales representatives throughout the United States referred to as the 1MTD Sales Team. Below is our representation broken down by Market: Northeast: 34 Representatives Mid-Atlantic: 26 Representatives Mid-West: 21 Representatives Southeast: 20 Representatives West: 21 Representatives
24	Dealer network or other distribution methods.	In addition to Sales Representatives employed directly by MTD our sales footprint includes approximately 1600 independent retailers throughout the United States. On average, each independent retailer employs two sales professionals per location. MTD's robust sales organization and strong dealer network is committed to provide the ultimate customer experience by providing support and training to potential and current MTD customers. Specifically, the stated contract will be included in all training and program material provided to the MTD dealer network. Accountability for driving awareness and usages of the contract will be accomplished by providing the dealer network goals and objectives for the use of this contract.
25	Service force.	MTD prides itself on providing the best customer support in the business. Customers can work directly with MTD's world class Customer Service Call Center or through one of our 1600 independent retailers.
26	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.	MTD's Post Sales Support is to ensure customers do not experience prolonged downtime. Our robust service support provides immediate action should service be required. Our goal is to provide service and parts within a 24-time period. We provide our dealer network specific programs and resources to be able to react quickly. For example, we publish a loaner and demo program to our dealers which incentivizes the dealer to keep both a demo and service loaner unit available should a piece of equipment not be able to be fixed within 24 hours. In this case a dealer can provide a loaner unit to the end-user while their machine is being repaired so additional downtime does not occur. MTD provides Next Day shipping of in stock parts. Parts can be ordered directly through MTD or through one of MTD's independent retailers. Fast moving parts are typically stocked at independent retailers and are available for immediate pick-up or shipping
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MTD will ensure full sales and service support throughout the entire United States to all Sourcewell participating entities. Our Sales and service breadth covers all 50 states utilizing MTD's staff as well as our dealer Network.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MTD will ensure full sales and service support throughout Canada to all Sourcewell participating entities. Our Sales and service breadth covers all of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MTD Products Company will provide continuous coverage throughout the United States and Canada to participating members of Sourcewell.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MTD Products Company will fully service Sourcewell participating members in all sectors including but not limited to government, education, and not for profit.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions will apply to Hawaii and Alaska. However, participating entities in Hawaii, Alaska and in the US, Territories will be responsible for the cost of freight which will be determined by delivering dealer.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MTD ensures a robust marketing plan of the contract to create visibility, ease of use, and growth. MTD dedicated marketing staff will be tasked with analysis, planning and execution of a strategic marketing plan that maximizes positive impact to all stakeholders. The plan and execution of our marketing plan will include Direct Mailing, Press releases, advertisements in Trade Publications, trade shows, web presence, social media, and many more. We will support our dealers to be equally involved in promoting and marketing the contract using the same strategy at the local level. MTD is a global company with enormous marketing and advertising bandwidth to ensure participation is at full potential.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MTD has a dedicated marketing team with broad resources to create exceptional awareness of MTD's product lines through technology. MTD utilizes performance media through partners like Google Ads, Bing, Facebook, Instagram, and LinkedIn. With such partners we deploy strategies such as paid search, remarketing and conversion optimized paid social. Every year the use of technology provides millions of impressions which are strategically analyzed to ensure we are reaching all customer segments and promoting brand awareness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>MTD uses a consultative sales approach to make sure customers are fully educated on the products and services we provide. As a company we prepare our sales team with resources to reach a broad audience to clearly highlight all our programs that make doing business with us easier. Such resources include but are not limited to webinars, open houses, individual sales calls, and dedicated marketing resources.</p> <p>We have experience and exemplary track records of utilizing purchasing co-ops by showing the benefits of using such contracts. We understand the mode of purchase is a major consideration when making a purchase which is why we are dedicated to educating customers on all benefits of making the transaction process the best possible experience. To accomplish we will use a combination of a local and national approach. From a National approach we will participate in trade shows, email marketing, webinars, etc.. From a local approach MTD and our dealers conduct one-on-one consultative sales visits, regional trainings and informational sessions.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MTD prides itself on providing an easy transaction process. Whether it's through one of our 1600 Independent retailers, or direct through MTD, we provide Purchasing Groups dedicated resources to assist with the ordering process. Our pro customer support leads are always providing the necessary information to both end-users and the MTD dealer Network. The ordering process is widely communicated to Independent retailers and is part of the annual Dealer program book. A purchasing group price matrix is created for each purchasing group which can be referenced against published map pricing on dealers and MTD's websites. Customers can purchase directly through our websites by clicking on the link for any product. https://www.cubcadet.com/en_US/commercial-equipment

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	MTD Products Company ensures our Dealers are certified and trained on all products offered within our response to this RFP. MTD Independent retailers provide regional training to end-users through various forms of interaction including personalized 1 on 1 meetings, service schools, open houses, on-site, etc... Cost for training is at the discretion of the dealer but generally training is provided at no cost to end-users. Sourcewell members may inquire about training by contacting MTD's Contract administrator for availability in specific locations.
37	Describe any technological advances that your proposed products or services offer.	Innovation is a mission of MTD Products company. We continue to invest vast amount of resources to bring products to market with cutting edge technology to provide reliability, sustainability, safety, and productivity. A few examples include, the new PRO Z™ 972 SD is a dual-wheel commercial zero-turn engineered to dominate steep hills up to 25 degrees (46% grade) which incorporates the industry's only steering wheel steering option creating maximum control and comfort. We continue to invest in autonomous technology as well as renewable energy sources such as lithium-ion power handheld, and ride on equipment
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MTD believes stewardship and responsibility go hand in hand so, at MTD, we strive to have a positive impact on the communities where we do business and to create products that improve the world around us. We embrace sustainable business practices by focusing on the future today, and we seek growth while maintaining a responsible capital structure. Our electric lineup meets the rigorous standards for performance, power, and durability you'll find in any Cub Cadet equipment. Our lithium-ion powered electric lineup will provide you with the premium cut quality and performance.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable.
40	Describe 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 of certification (as applicable) in the document upload section of your response.	While MTD does not hold any of the certifications mentioned, many our 1600 Independent retailers possess such certifications.
41	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?	From product innovation to service support, MTD Products Company provides unique attributes which create unmatched value to our customers. Our products are built with safety in mind and we continue to provide solutions to the municipal market. As mentioned, the PRO Z 972 SD operates on slopes up to 25-degrees, offering single-unit solution to varying terrain. Our Stand-on units' suspension system ensures maximum operator comfort which will have a substantial positive impact on the way operators feel after a long mowing session. From service and sales support our 1600 independent retailers provide the best service in the industry and are fully supported by us as the manufacturer. We employ one the industry's largest and best trained sales team who provide immediate support for customer needs throughout the United States and Canada.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	YES. MTD Products provides a limited warranty on products to be free from defects in material and workmanship during the warranty period. See attached Warranty Statement for details.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MTD Products equipment does have a limited warranty. Warranty limitations will vary. See attached Warranty Statement for details.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NO. Repairs under warranty must be performed by an authorized Cub Cadet dealer. The limited warranty does not cover transportation costs and other expenses incurred in connection with the transport of product to and from the authorized service provided. See attached Warranty Statement for details.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MTD Products utilizes a network of more than 1,600 independently owned dealers throughout the United States to service its products. Distance to the nearest local Cub Cadet dealer will vary but can be found online by using the Service Dealer Locator.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MTD Products only warrants products it manufactures and to the original owner. See attached Warranty Statement for details.	*
47	What are your proposed exchange and return programs and policies?	Not applicable	*
48	Describe any service contract options for the items included in your proposal.	Not applicable	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	MTD Products Company payment Terms are Net 30	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	YES. MTD Products provides Financing options through several lending sourcing who have programs available for schools and government entities.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Response: Purchasing entities may contact MTD Products contracts administrator directly to request a quote. Upon acceptance of the quote a PO would be issued to MTD Products noting the contract number. MTD will contact the local MTD dealer or the purchasing entity may specify the dealer of their choice to deliver the order. For purchase orders placed directly with MTD Dealers, they are required to provide documentation including a copy of the PO and Invoice to MTD Products through MTD's dealer business system. Dealers will adhere and comply to all terms of the contract. MTD Products Company will ensure reporting requirements for this contract are done accurately and on time. We have dedicated staff resources to ensure sales reporting is completed.	*
52	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?	MTD Products will process P-Card transactions through an authorized MTD retailer. No additional cost will apply.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	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.	MTD Products offers a 20% discount off of Retail on professional products. A discount of 15% off Retail is also provided on residential products. See attached Price List file.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MTD Products offers a 20% discount off of Retail on professional products. A discount of 15% off Retail is also provided on residential products. Discount off List Price vary per product but range from 15-31%. See attached Price List file.
55	Describe any quantity or volume discounts or rebate programs that you offer.	MTD Products provides preferred pricing for any single unit purchase which is factored into the pricing schedules. This eliminates the need to offer volume discounts or rebates.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	MTD Products method for facilitating "sourced" products will be provided by our Independent retailers to best react to regional requests for such products. Pricing will be considered "best available" and will be quoted individually for each request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	MTD Products pricing includes all cost and fees with the following exception: For delivery requests outside of 30 miles from a local Cub Cadet Independent retailer, the dealer reserves the right to charge a delivery fee of up to \$3 per mile but not to exceed \$250.00 per trip.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	F.O.B.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Additional freight/shipping charge may apply for Alaska and Hawaii at the discretion of delivering dealer . Delivery charges may apply.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Product delivered to local dealer for item set up and pre-delivery inspection.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Program details and product pricing are published in annual program books and libraries for MTD's field team and authorized dealers. They are updated throughout the year for their reference. Dedicated corporate staff for the contract and contract usage ensure participating entities receive the proper pricing and remittance of the usage report and admin fee to Sourcewell. Contract usage is recorded per participating entity and transaction in our CRM system and data warehouse for accurate reporting.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.015 (1.5%)

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Within our Proposal we will be offering:</p> <ul style="list-style-type: none"> • Commercial Zero-Turn Mowers: Our line of commercial zero-turn mowers has everything a Sourcewell entity will need. With industry-leading deck design for consistent cuts, innovative steering options for maximum control and comfort that makes the workday a breeze. • Stand-On Mowers: Commercial stand-on mowers from Cub Cadet maximize productivity and comfort • Hydro Walk Behind Mowers: The PRO HW has the thickest steel beam, control center and yokes in the industry. Paired with higher ground clearance and superior weight balance, this commercial walk-behind mower can easily maneuver over curbs and contour effortlessly thanks to a fixed floating deck. • Snow Blowers: Cub Cadet provides options for single stage, dual stage and three stage snow throwers which clear snow quickly and easily in any conditions all winter long. • Lawn and Garden Equipment- Cub Cadet riders and mowers are designed to give unmatched strength and durability, and they're packed with performance features. • Hand-Held Outdoor Power Equipment. - Cub Cadet offers a full line of innovative handheld power equipment. Including leaf blowers, trimmers all with the power and precision Cub Cadet is known for.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Slope Mowers, Stand-On Mowers, Commercial Zero Turn Mowers, Hydro-Walk Behind Mowers, Zero Turn Mowers, Lawn and Garden Tractors, Walk-Behind Mowers, Electric Lawn Mowers, Snow Blowers, Electric Lawn and Garden Tools, Trimmers, Leaf Blowers, Chipper Shredders & Vacs, Attachments.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MTD Products and family of brands meet every requirement of this category.	*
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products Company does not provide a specific product category for irrigation systems.	*
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	MTD Products does not provide specific Beach and Waterfront maintenance equipment and accessories. However, under the category of Lawn and Garden equipment many of our products can be utilized within this category.	*
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	MTD and our brands provide post sales support, including warranty, maintenance and parts for the category of Lawn and garden Equipment and any related sub categories	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	MTD Products is a data and metric driven company. We utilize Customer Resource Systems to track, sales growth, contract usage, customer satisfaction and many other KPI's. MTD will create specific data dashboards for Sourcewell within our CRM system allowing Realtime visibility of performance to all stakeholders within MTD. Our dashboards will measure regional and national goals for usage of the Sourcewell Contract including gross sales and number of new customers. We will monitor high performing areas to benchmark best practices for all areas served.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>MTD invests resource into R&D beyond the competition to ensure we provide the most reliable products on the market. Throughout product development, a primary consideration is, ease of maintenance. MTD's Commercial Warranty is an industry best. We offer a 3-year Commercial Warranty with unlimited hours and a 5 year 1,750 hour warranty of the deck.</p> <p>MTD prides itself on providing the best customer support in the business. Customers can work directly with MTD's world class Customer Service Call Center or through one of our 1600 independent retailers.</p> <p>MTD provides Next Day shipping of in stock parts. Parts can be ordered directly through MTD or through one of MTD's independent retailers. Fast moving parts are typically stocked at independent retailers and are available for immediate pick-up or shipping.</p> <p>MTD maintains world class parts fill rates of 98% or higher to both our dealers and end-users. Customers and dealers can expect 24-hour delivery lead times on stocking parts. Our dealers are back by MTD to expect the same fill rate percentage when conducting business with MTD's end users. Our fill rates are consistent though the United States and do not vary by distribution center.</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	MTD Continues to innovate. From the beginning, MTD has existed to help people realize the potential of their outdoor world. Over the years, the way people live has changed, and we've challenged ourselves to truly understand and embrace their real needs. We are delivering the most innovative technology in the Outdoor Power Equipment Market. For example, the new Cub Cadet PRO Z™ 972 SD is a dual-wheel commercial zero-turn engineered to dominate steep hills up to 25 degrees (46% grade). It's the ultimate mowing solution for municipalities and properties with varying terrain. The PRO Z™ 972 SD was built with safety in mind for applications where hills are necessary to mow. Cub Cadet is the only commercial manufacturer with innovative steering options that provide maximum control and comfort. MTD and the Cub Cadet Brand is also launching the world's first semi-autonomous commercial zero turn mower. Our SUREPATH mowing system provides GPS Straight-line Mowing, Autonomous Turning and a Level of Productivity that can't be achieved from any Lap Bar Mower. Improved efficiency of 22% over a lap bar mower means you finish faster and save fuel. In addition to innovative products, MTD Products Company prides itself on product longevity, offering a 3-year Commercial warranty with unlimited hours.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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 the Canadian 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. - Matt Miller, Director of National Accounts, MTD Products Company

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

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_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1