

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment Inc., 1000 Metalcraft Dr., Mayville, WI 53050 (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

Metalcraft of Mayville Inc. dba Scag Power Equipment Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/28/2021 | 12:17 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Glenn Sacchi*  
82E437E78221493...  
By: \_\_\_\_\_  
Glenn Sacchi  
Title: Field Sales Manager  
4/28/2021 | 3:52 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
4/28/2021 | 3:54 PM CDT  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Scag Power Equipment  
Address: 1000 Metalcraft Dr  
Mayville, Wisconsin 53050  
Contact: Glenn Sacchi  
Email: gsacchi@scag.com  
Phone: 920-644-8142  
Fax: 920-644-8100  
HST#:

## Submission Details

Created On: Tuesday January 26, 2021 14:36:58  
Submitted On: Wednesday March 10, 2021 13:51:39  
Submitted By: Glenn Sacchi  
Email: gsacchi@scag.com  
Transaction #: 266e1fa9-4eb5-4069-8bc9-7979c9936ce3  
Submitter's IP Address: 71.13.128.34

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## 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):	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment Inc.
2	Proposer Address:	1000 Metalcraft Dr. Mayville WI., 53050
3	Proposer website address:	www.scag.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):	Glenn Sacchi - Field Sales Manager 1000 Metalcraft Dr. Mayville WI., 53050 gsacchi@scag.com 920.644.8142
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Glenn Sacchi - Field Sales Manager 1000 Metalcraft Dr. Mayville WI., 53050 gsacchi@scag.com 920-644-8142
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dennis Opalacz - Director Of Sales 1000 Metalcraft Dr. Mayville WI, 53050 dopalacz@scag.com 920-644-8100

**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>Scag Power Equipment, a division of Metalcraft of Mayville, was founded in 1983. Originally the Scag product was manufactured under contract with Metalcraft of Mayville, Inc., in Mayville Wisconsin. In 1986 Metalcraft purchased Scag power Equipment marking a period of tremendous growth for the company. Scag's core values and business philosophy is deeply rooted and essentially founded in parent company Metalcraft of Mayville's corporate objectives.</p> <p>GOD – Conduct our day-to-day business so as to honor and glorify our Lord Jesus Christ.</p> <p>CUSTOMERS – Work continuously to provide excellent service at a fair price while striving to be the best at whatever we do.</p> <p>EMPLOYEES- Provide an environment in which each individual can maximize their unique talents.</p> <p>STOCKHOLDERS - Profitably grow the business in a manner that's consistent with our corporate objectives.</p> <p>Our combined workforce has a wide array of specialized skills that span multiple industries. Of the many factors that fuel our success, the one that best relates exactly to our longevity in the ultra-competitive business of outdoor power equipment is our parent company's expertise as a custom metal fabricator. While other companies are outsourcing most of the necessary steel components to build their machines, Scag's cutting edge designs and Metalcrafts manufacturing ability sets the brand apart from its competitors; especially when it comes down to controlling costs and attention to detail.</p> <p>Metalcraft has over 1 million square feet of manufacturing facilities located in Mayville, West Bend and Beaver Dam Wisconsin. Laser cutting equipment, robotic welders and powder paint lines enclosed in a dust free environment, are some of the state-of-the-art equipment utilized by Metalcraft. Scag's administrative, sales, marketing, engineering, technical service support plus research and development offices are housed and headquartered in Mayville Wisconsin. Scag tests all its new and existing equipment at its onsite Mayville R&amp;D facilities and field test sites throughout the United States to simulate and provide "real life" conditions. The difference in a products quality and durability can in part be traced back to the quality of its components. We are the designer. We are the fabricator. We are the assembler. With these things all done under "1 roof" we feel we can better control the design, build quality and integrity of our brand of products.</p>	*
8	What are your company's expectations in the event of an award?	<p>Scag Power Equipment would expect to increase its cooperative contract business in proportion to the depth and breadth of Sourcewell's participating agencies. We would further expect to broaden our exposure to participating Sourcewell entities while encouraging qualified non cooperative purchasing entities to sign up. We have had numerous inquiries over the years regarding Sourcewell from potential end user customers and our retail dealer base. Most all of these inquiries were asking about using a Sourcewell contract to buy Scag or asking that we investigate offering our brand through Sourcewell. We are aware of preferences in the cooperative purchasing space. The Sourcewell brand is a known and respected quantity. Offering "exceptional products from nationally acclaimed suppliers" we expect that positioning or associating our brand with this statement will increase our presence and add credibility in all eligible sectors.</p>	*
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.	See attached.	*
10	What is your US market share for the solutions that you are proposing?	<p>Scag Power Equipment has 12.1% market share as reported by Randall-Reilly – EDA. EDA is a data driven platform providing both brand and market specific intelligence. From equipment leasing trends, manufacturer unit growth to specific geographic hot spots, EDA can provide the detailed histories of more than 15 million units financed since 1990.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We have a distributor located in Burlington Ontario, Canada that is actively servicing our provincial retail dealer base. Currently, we do not have market share numbers for Canada.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Metalcraft of Mayville Inc. d.b.a. Scag Power Equipment Inc., has never petitioned for bankruptcy protection.</p>	*

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>As a division of Metalcraft of Mayville Inc. Scag Power Equipment is best described in option b, and in fact, the manufacturer of Scag branded lawn maintenance, debris and turf management equipment. Our equipment is exclusively sold domestically and internationally through two step distribution. Our total dedicated sales &amp; service force is layered and reflects this model. On the sales side of our business Scag employs three Regional Sales Managers (RSM's) and one Field Sales Manager all of whom report to the corporate Director of Sales. Some responsibilities of the RSM's include working closely with their assigned wholesale distributors in developing specific market sales strategies and broader based dealer programming. In addition, our RSM's assist the distributor sales staff in training dealers and end users on proper operation, safety and applications of our equipment. This training is done on an ongoing basis. Each of our eight U.S. distributors employs Territory Managers (TM's). These TM's have responsibilities that include development and maintenance of the network of independent servicing authorized Scag dealerships. The final link in the retail chain is uniting the end user and their Scag machine. Scag Power Equipment is retailed exclusively through a network of over 1200 independent servicing dealerships. On the service side of the business, standard repairs, warranty service, preventative maintenance are made available through any authorized Scag dealerships. All Scag dealers are authorized service centers for Scag products and the various engines that power them. The Scag distributor, in addition to their internal and external sales force, is required to have a technical service department. The distributor technical service department offers direct assistance and manages the day-to-day business of advising and assisting the Scag servicing dealer. The Scag distributor service team is trained and qualified to act for Scag Power Equipment on their behalf, authorized by Scag's technical service team. The Scag technical service team consists of a Technical Service Specialist, Technical Service Manager and a Director of Technical Services. Our service department works closely with our distributor's service department who works closely with our dealer's service department all of whom are ultimately focused on the customer experience. To summarize, the sales and service teams dedicated to Scag Power Equipment are employed by Scag, and 3rd party distributors and our dealers.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The Clean Air Act requires that all engines and vehicles be covered by a certificate of conformity before they can enter into commerce. I have attached EPA Certificates of Conformity for both Kohler and Briggs &amp; Stratton engines that are utilized on our finished products.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Metalcraft of Mayville Inc. d.b.a. Scag Power Equipment has not been suspended or debarred from doing business with the government within or beyond the past 10 years.</p>	*

**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	<p>Scag Power Equipment is the proud recipient of the 2020 Equipment Dealers Association's "Dealer's Choice Award". This award, given for the top rated Outdoor Power Equipment Manufacturer, is Scag's 4th consecutive and 5th top level win in 7 years. Founded in 1900, the Equipment Dealers Association (EDA) is a non-profit trade organization representing 4,500 retail dealers extensively engaged in the sale and service of agricultural, construction, industrial, forestry, outdoor power, lawn and garden, and/or turf equipment. EDA provides essential value to its members by enhancing the dealer-manufacturer relationship and advocating for a positive legislative and regulatory environment. The Equipment Dealers Association is headquartered in St. Louis, MO and is affiliated with regional associations located throughout the United States and Canada.</p> <ul style="list-style-type: none"> <li>• <a href="https://www.equipmentdealer.org/">https://www.equipmentdealer.org/</a></li> </ul> <p>Scag Power Equipment has also been recognized by EPG Media's Landscape Business's (formerly Landscape &amp; Irrigation) "Twenty for 2018" new product award for its "V-Ride II" stand on mower. The "Twenty for 2018" new product awards recognizes 20 products for the commercial landscape and irrigation markets for the year noted. Scag also was recognized in 2019 for the "Windstorm" stand on blower. Products were judged by the EPG Media and Specialty Information editorial staff based on innovation, marketability and application within the market.</p> <ul style="list-style-type: none"> <li>• <a href="https://epgmediallc.com/power-group/">https://epgmediallc.com/power-group/</a></li> </ul>
17	What percentage of your sales are to the governmental sector in the past three years	We do not track these sales as individual categories i.e. federal governmental, state government, municipal, educational etc., but do track these sales as tax exempt entities. We would estimate as a percentage of our whole goods sales, governmental and education sector purchases combined, average 7.8% over the past three years.
18	What percentage of your sales are to the education sector in the past three years	We do not track these sales as individual categories i.e. federal governmental, state government, municipal, educational etc., but do track these sales as tax exempt entities. We would estimate as a percentage of our whole goods sales, governmental and education sector purchases combined, average 7.8% over the past three years.
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?	Scag Power Equipment current holds contracts for HGACBuy, BuyBoard and NCPA. We have directly held the HGACBuy (Houston-Galveston Area Council) contract #GR01-20 – Grounds & Turf Equipment since January 1st 2020. The annual sales volume generated for Scag in our first year totaled \$109,574. We have directly held the BuyBoard contract #611-20 – Grounds Maintenance Equipment, Irrigation Parts, Supplies, and Installation since June 1st of 2020. For the seven-month period ending on 12/31/2020 our sales volume totaled \$90,062. Effective January 1st, we have been awarded the NCPA (National Cooperative Purchasing Alliance) contract #02-108 – Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment and Services. We have not yet generated any sales for the single month that we have held this contract. To administer these contracts, we have designated our distributors as authorized resellers to work in conjunction with our national dealer network.
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?	Scag Power Equipment does not currently hold a GSA contract for its equipment; however, our Florida distributor, Florida Outdoor Equipment has held the GSA contract GS-21F-0042Y which included Scag Power Equipment up until August of 2020. Florida Outdoor Equipment offered Scag branded products through GSA on this contract. We had decided in 2020 to propose our own GSA offer and asked of Florida Outdoor Equipment to modify their contract to remove Scag products to which they agreed. Scag Power Equipment has submitted its own proposal to GSA on August 3 of 2020 and is awaiting further direction from our assigned contract officer. We feel that we can devote more resources on a national level to market, promote and target potential customers while engaging all our distributors with this effort. Our intention is to administer and service this contract through our distributors with support from our authorized Scag dealers. The annual sales reported here is for Scag sales on the Florida Outdoor Equipment GSA contract GS-21F-0042Y. Sales for 2018 were \$148,000. Sales for 2019 were \$225,000 and for the partial year 2020 through July, sales were \$104,000.

**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 *	
City of Birmingham Alabama	Cedric Roberts Director - Equipment Management	205-254-6300	*
Denver Parks and Recreation, Denver Colorado	Abby McNeal Operations Supervisor / Assistant Director of Parks	730-913-1311	*
Parks Division, City of St. Louis Missouri	Matt Winkler	314-289-5300	*

**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 *	
Department of General Services, Bureau of Procurement	Government	Pennsylvania - PA	Statewide Contract - 4400020093 - Grounds & Turf Equipment	Various	\$200,000 Over the last three years	*
Commonwealth of Massachusetts	Government	Massachusetts - MA	Statewide Contract - FAC88	Various	\$176,000 Over the last three years	*
State of Maryland	Government	Maryland - MD	Statewide Contract - BPO#001B6400534	Various	\$110,000 Over the last three years	*
City of Birmingham AL	Government	Alabama - AL	Multiple division non-contract equipment purchases over many years. State Contract awarded in 2020.	2020= 0 2019= 10 Machines 2018= 6 Machines 2017=32 Machines	\$135,000 Over the last three years.\$385,000 Over the last four years.	*
City of Denver Colorado Parks and Recreation	Government	Colorado - CO	Multiple non-contract equipment purchases over many years.	2020=0 Machines 2019=30 Machines 2018=0 Machines	\$275,000 Over the last three years.	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
23	Sales force.	Scag Power Equipment employs a factory - national level sales force of 5; 3 Regional Sales Managers, 1 Field Sales Manager and 1 Director of Sales. Our Regional Sales Managers work directly with each of their assigned distributors on developing and maintaining retail sales and end user relationships. Each of our 9 distributors, 8 U.S. and 1 Canadian, employ their own Territory Manager sales force that works directly with our authorized sales and servicing dealerships. These Territory Managers work in tandem with their Scag assigned Regional Sales Manager as well as other inside sales, servicing and marketing personnel within their respective distributorships. Scag products are sold and serviced through a network of over 1200 authorized servicing dealerships in the U.S. and Canada. Each one of these independent dealers employ factory trained service and sales personnel and work closely with their Scag distributor. The total number of full time sales employees collectively selling Scag at any given time would amount to over 2000. Most all of these would be at the dealer level or 3rd party employed, and considered front line or retail point of contact sales oriented. As previously mentioned, Scag directly employs 5 from the factory and our wholesale distribution sales force would be around 95 including sales managers, inside sales coordinators and Territory managers.	*

24	Dealer network or other distribution methods.	Scag Power Equipment offers its products for retail utilizing the 2 step distribution method. All retail activity is done exclusively through our network of over 1,200 of the industry's "best in class" sales and servicing dealerships. This dealer network, servicing the U.S. and Canada, stays stocked and trained by our strategically located distributor network. This assures the steady local supply of equipment and service support to all our end user customers.	*
25	Service force.	Scag Power Equipment directly employs a full time factory service force of 3; 1 Director of Technical Service, 1 Technical Service Manager and 1 Assistant Technical Service Manager. Our in house service team works directly with our U.S. and Canadian distributors each day in the technical service support of our products, dealers and our end users. Our distributors employ collectively over 30 associated personnel in their service departments and offer a variety of associated services. Our front line service capabilities are extensive. Each one of our factory authorized dealers as a condition of representing our brand must employ qualified technicians. These service techs are required to further their training and demonstrate their technical ability through our training platform Scag University. Scag University offers general industry and Scag specific technical service and sales training, both on-line and hands on. The online courses get progressively more detailed and difficult as "students" advance through the programs by completing each lesson - in the order they are made available. This advancement culminates with Gold level in person training and testing. Each of our 1, 200 dealers are required to employ at least 1 technician; most employ more than 1. The total number of front line full time technicians available to support and service Scag Power Equipment specifically at any given time would be over 1,800. The number of non Scag dealers available to fix the various engine brands that Scag uses is more than twice that. Over 1,800 3rd party employed factory authorized service technicians guided by at least 9 Scag distributors service teams totaling more than 30, again 3rd party employed, working in conjunction and under the guidelines of the National Scag Service Force of 3.	*
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.	Scag Power Equipment and has several processes and procedures to ensure customer service throughout the chain of distribution. Our goal of having our retail dealers being completely satisfied with our product is second only to that of our end user customers satisfaction – commercial or residential. The Scag name has endured the test of time. One of the ways we measure our success has been the ability to take care of all our customers – tax paying and tax exempt. We see many sales inquiries coming through our website utilizing our exclusive Build A Mower tool. The response to these inquiries is measured in hours – not days. We fully support and uphold all of the warranty, service policies and guidelines described within our published literature. Because of our more focused scope (mowers, debris & turf only) of products and our system of being a "complete" manufacturer, not just an assembler, we can act more quickly than most in a support role. One of the ways we provide this level of customer service is through the ongoing training of our direct and third party sales & service representatives. Scag has developed an exclusive educational platform named Scag University. Scag University is a blend of internet and hands on training modules that focus on product features, applications, safety, service, retail finance etc. This training is required for all Scag's direct employees and distributor sales and service teams. In addition, all Scag dealers, as a requirement to maintain their authorized dealer status, are required to have separate people, one from sales and one from service, take the training and pass the tests. Having fully trained brand representatives helps achieve the highest level of customer satisfaction. Developed in 2014, Scag University has certified over 3,422 sales and 3,458 service representatives. Between Sales and service there 264 courses to complete and is structured throughout three levels - Bronze, Silver and Gold. Gold level training classes are held in person and offered to small groups of no larger than 20 per class. Scag and its distributor's also work with each of their dealers to qualify for the Scag "Pro Gold" Dealer Excellence Program. This special program offers any qualifying Scag dealer special recognition by certifying that this/these dealers consistently deliver the highest level of service, sales and parts support that professional landscapers require. Through factory incentives these dealers stock a more comprehensive inventory of Scag equipment, accessories and parts to better service all their customers. A limited number of Scag dealers qualify for the elite Pro Gold program. There are significant incentives offered by both factory and distribution to reward dealers for achieving Scag Pro Gold status. In addition to the training requirements and dealer excellence incentives, Scag offers dealers at no charge, a technical service website tool Scagtech. While some manufacturers offer parts look up and service assistance through third party subscription services, Scag offers a large 24/7 access platform that is subscription free for its dealers and continuously updated in real time by the factory service team. This assures that dealers are emailed notification of critical information and update postings that are not slowed down by a 3rd party interface.	*



27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	If awarded a contract, Scag's ability to provide products and services to any Sourcewell participating entity is already in place. Scag will service this contract utilizing its authorized network of trained and fully stocked sales and servicing dealerships. In the event that certain product is not available at a particular dealership for purchase by a participating entity, Scag has the ability and will work with its distributors or other local dealers to transfer product when and where needed. Scag, its distributors and its dealers have been servicing the government and municipal market segments for many years. We are excited and willing to participate in a Sourcewell Cooperative Purchasing Contract and look forward to the advantages of simplified procurement for both buyer and seller.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Scag's ability to provide products and services to any Sourcewell participating entity is not limited to the United States. Like its plan to service an awarded contract domestically, Scag will service this contract utilizing its authorized network of trained and fully stocked sales and servicing dealerships in Canada. In the event that certain product is not available at a particular dealership for purchase by a participating entity, Scag has the ability and will work with its distributor or other local dealers to transfer product when and where needed. Scag's Canadian distributor has been servicing its government and municipal market segments for many years. We are excited and willing to participate in a Sourcewell Cooperative Purchasing Contract and look forward to the advantages of simplified procurement for both buyer and seller. In addition we would like to make clear that we intend to add to the Sourcewell participating entity rolls by encouraging qualifying existing Scag customers in both the U.S. and Canada to sign up.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Scag is prepared to service all areas of the U.S. and Canada.	*
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?	There are no Sourcewell participating entity sectors that Scag cannot service. The selection and placement of Scag dealers across the U.S. is strategic in nature, with total U.S. coverage in mind. However, Scag does not have a dealership on every corner. Care is taken in any given market to partner with the strongest dealerships in a pattern that does not "stack" dealers on top of each other. This philosophy helps our dealers grow stronger and promotes healthy competition. It also gives our customers a reasonable local array of dealer choices. There are few regions of the U.S. including but not limited to the U.S. Territories, Puerto Rico, Guam, Virgin Islands (U.S.), and the Commonwealth of the Northern Mariana Islands that may be more challenging for supply and service. We have limited presence in these areas. We shall make every effort to fulfill any contract request as economically as possible. Due to the remote nature of some of these regions, additional charges may be necessary and shall be addressed with buyers on a case by case basis. In addition, our existing contracts do not have restrictions on promoting other contracts priced similarly.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping costs to Hawaii, Alaska and the US Territories will be the responsibility of the buying member. Local delivery will remain free within 25 miles of the local Scag dealership that handles the transaction. Delivery in excess of 25 miles from the dealer handling the transaction may be subject to additional delivery charges and shall be quoted on a case by case basis. The Sourcewell administration fee shall not be paid on shipping or delivery.	*

**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.	Upon a successful contract award, Scag is prepared to immediately notify all distributor sales teams while itself preparing to add information about the cooperative opportunity on its website. We will additionally encourage our distributors to add this contract information and appropriate approved Sourcewell materials to their Scag approved websites. We will further coordinate an effort to compliment any electronic notifications with press releases and point of sales materials to be made available at regional trade shows and individual dealer open houses. We shall also update our Scag University program materials to reflect the addition of the Sourcewell contract with instruction on how to utilize the contract with qualifying entities. In addition to print and electronic notification, training and press releases, we have many 3rd part sales representatives that will carry this opportunity with them while the conduct their ever day in person sales and courtesy calls to existing qualified municipal contacts.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The various social media platforms that we participate in are predominately used as a medium for the Scag mower or turf and debris equipment customer, or potential customer, to ask questions, interact with each other, and share their passion for the Scag brand. We post close to 80% user/dealer/distributor generated content and 20% Scag (promotional feel) content. We often hear that our social media platforms are used in sales pitches by dealers/distributors/etc. to not only showcase our lineup of products, but to demonstrate the value they provide to current or prospective end users. These platforms are an additional line of communication between the brand and its end user customers. We constantly monitor these sites and respond when appropriate. Our factory availability is enhanced through a "Contact Us" form on Scag.com which is also closely monitored. Inquiries are responded to as they occur with appropriate actions or remedies to assure quick responses and customer satisfaction. The information gained from those forums and inquiries many times lead to sales, new dealer prospects and potential product improvements.
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?	It is our position that Sourcewell's role in promoting contracts arising out of this RFP is largely rooted in their position as being the only cooperative that is a government unit and public agency. This in our opinion lends additional process understanding and credibility within the qualifying entity group. This is easily demonstrated by a larger number of participating entities compared to other established cooperative buying groups. Larger numbers of participating entities mean greater sales opportunities and more notoriety in the cooperative space. It also puts the Sourcewell "brand" at the top of the list when it comes to purchasing entities requesting specific brands on specific contracts. We feel that a significant component to Sourcewell's role should continue to be its social platform participation and the timely availability of digital up to date information on existing and new contracts on their web site. We will integrate a Sourcewell awarded – contract into our sales process by notifying and educating our distributors and dealer sales force on how to utilize the contract. By understanding themselves on how this cooperative contract works, our direct and indirect sales force we will make sure that qualifying entities clearly understand the availability, ease of use, and cost saving of the Sourcewell competitively solicited contract.
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.	We do not currently offer an e-procurement ordering process.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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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.	For interested Sourcewell entities, training such as proper operation, applicable service and safety training are always available. Standard training, conducted at delivery or when the equipment is picked up (point of sale), is freely offered and an important part of the sales process. This necessary training consists of but is not limited to the proper safe operation of the machine(s) being purchased. The training is also consistent with material published in the owner's manual and safety DVD, provided with each machine. Required point of sale training does not replace the need to read the owner's manual and watch the safety DVD but rather highlights key aspects of safe operation. Additional "like" safety and varying levels of service training can be conducted and customized to best fit the needs of the requesting entity and where possible, at the entities facility. The customized training offered, in most cases, would need a 30-day lead time to assemble, and schedule. Although we prefer to have these trainings "well" attended, smaller group or individual training can be accommodated on a case by case basis. There will be no charge for training Sourcewell member entities that have purchased Scag Power Equipment on this contract or have purchased Scag Power Equipment which is still being used in their fleet. All Scag training may be conducted by Scag or its distributors and dealer personnel.
37	Describe any technological advances that your proposed products or services offer.	We make every attempt to incorporate the most modern industry-wide technology into our equipment while continuing to advance technologically in both the engineering and manufacturing of our products. Scag Power Equipment, a division of custom metal fabricator Metalcraft of Mayville Inc., is essentially the designer, fabricator, assembler, tester, painter, packager, shipper and marketer of all Scag finished whole goods. Many of our products feature engines from top manufacturers with the most modern fuel injection technology. Advanced (EVAP), Evaporative Emission Control Systems are additionally utilized to control harmful gasoline vapors. This fuel vapor, normally vented from the fuel tank directly into the atmosphere, is now redirected or scavenged back into the engine with EVAP technology. Scag uses its own patented technology on certain systems such as its Custom Cut Baffle used on its Velocity Plus cutter decks or the patented coil over shock suspension platform used on the Scag Cheetah II. Further industry advances include Kevlar corded hydraulic drive and cutter deck belts - standard equipment for extended life. On our Tiger Cat II, Cheetah II and Turf Tiger II series we offer an integrated operator information display – Tiger Eye. The Tiger Eye advanced on-board monitoring system keeps a constant real-time "eye" on important system functions on your Scag mower. Depending on the mower model and engine selection, a wide variety of systems are monitored in real-time, giving you valuable information in just a glance, right from the operator's seat. Actual systems monitored vary from model to model. In addition, because of the advanced technology we employ in the design and manufacture of our equipment we are able to better control the quality of our product and its elevated position in the marketplace. Prototyping in our 4,700 square foot tech center is made easy with Pro-E/Creo CAD software, the ability to design and build our own tooling and 3-D printing technology. Production from cutting to forming, welding to machining, and painting to assembly, Scag as a division of Metalcraft offers a seamless, end-to-end modern, high tech production experience.
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.	Scag Power Equipment utilizes a variety of "green" initiatives each and every day. Recycling bins for paper, plastic and aluminum are available in multiple locations throughout its facilities. Our drinking fountains have been systematically replaced with "next generation water bottle refilling stations" enhancing sustainability by minimizing dependency on disposable plastic bottles. Our building upgrades and remodels have included low flow toilets and low voltage LED lighting for water and energy conservation. Additionally, motion sensors are the norm in corridors and in our office space to detect and apply lighting where and when appropriate. There are similar initiatives in being practiced on our factory floors – lights, toilets, drinking fountains and recycling stations. In addition to the common green practices throughout the entire organization the manufacturing operation has its own set of unique trackable "green" initiatives. Metalcraft of Mayville manufacturers the Scag product alongside contract work for various other non-industry related companies. Currently, we use over 1 million pounds of steel a month – all of which contains a varying percentage of recycled content. It is typical that multiple "jobs" in our plant run simultaneously on a single sheet of steel. This strategy is called "nesting" and is one of many important techniques to minimize creating scrap or waste steel. Of the scrap steel that we do generate, we strive to recover and send back 100% of it to our steel suppliers for recycling. The finish paint on our equipment is a 7 stage powder coat system. Our powder coat system, very simply put, requires the parts to pass through 7 sequential stages of preparation or cleaning before it can be powder coated and then cured. 3 of those 7 stages are water baths or rinsing. The local standard water supply is utilized for these stages and reclaimed and recycled cleaner than when it came into our facility. Our factory floor is a study in value streaming. Process stations, starting from where raw or simple bulk materials enter our facility, are configured to provide process optimization. As a piece of flat or tube steel enters the building on its journey to be a finished piece of our equipment, it never travels further than it must to its next stop on its fabrication journey. Raw materials are cut to shape, bent to spec, welded together, painted, bolted, assembled, tested, packaged and shipped or warehoused in a streamlined, efficient fashion that conserves time, energy and helps keep costs in check. All of the engines used on our products are EPA emissions compliant and certified by the engine manufacturers. I have attached compliance certificates in Step 2 documents section.

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.	Scag has not been issued eco-labels, ratings or certifications for the equipment in this proposal. However, the engines that are used to power the Scag commercial family of products are all EPA certified for conformity with the clean air act. Compliance certifications of conformity have been attached in the Step 2 documents section. In addition, Scag currently offers propane and diesel configurations as an alternative fuel source and is in the design and preliminary testing phase of zero emissions electric powered products.	*
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.	Scag Power Equipment is not a Women or Women Business Entity (WMBE), Small Business Entity (SBE), or considered a veteran owned business.	*
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?	One unique attribute for our company is the fact that we are independently owned. The benefit to our customers means our design decisions are not compromised by a large corporate office that also sells sprinklers, vacuum cleaners or "widgets." We are not forced to manufacture products that are just "good enough." The entire Scag Team focuses all of its resources on designing, manufacturing and assembling the finest commercial-grade lawn mowers money can buy. Every mower starts off as sheet steel or tube steel. We punch, press, bend, cut, weld, paint, assemble, package and ship our mowers, and we do it all in our three factories in Mayville, West Bend and Beaver Dam, Wisconsin. Scag makes Scag mowers; nobody else makes them for us... and we do not make mowers for other companies. Scag Power Equipment is one of the last commercial power-equipment companies that actually manufactures their own components. Other mower "manufacturers" are simply assemblers, bolting together parts that other companies have made for them. Ultimately, we control our own destiny and are able to react quickly with new designs and product enhancements. Each mower is run at the end of the assembly line to ensure that the following items are up to specification: engine RPM is set, all safety switches are checked for proper operation, fluids are filled, systems are checked for leaks, and neutral and tracking adjustments are set using special dynamometers that apply load to the drive system. These steps add to the value of every Scag mower and ensure the product is the best it can be when it leaves our factory. Details, details, details. We encourage you to take the time to really examine our mowers and compare them to the "competition." Pay special attention to the details like ease of service, wiring harness looms and routing, weld quality, component fit and construction, and the operator's platform. The independent nature of Scag and its parent company assure not only that Sourcewell contract purchasers, but all end users will have a product of the highest quality available with design, manufacture and assembly processes under our control. In addition, because of our military and agricultural fabrication contracts, Metalcraft by association Scag, had not slowed down its manufacturing through the Covid pandemic but for a 3 week pause to realign some supplier issues. This essential business classification has kept many of our customers in business as the supply of whole -goods parts and accessories did not falter.	*

**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?	Frame and structural components including oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and wheel motors are covered for two years of commercial use. This warranty covers manufacturing defects for two years, including parts and labor (excludes wear items). Wear items including drive belts, blades, hydraulic hoses, tires, batteries and rental use are warranted for 90 days. Scag Velocity Plus™ and Advantage cutter decks are warranted against manufacturer's defects for three full years. This warranty covers parts and labor for the first and second years, and parts only for the third year. Engines and engine components are covered by the individual engine manufacturers. See engine owner's manual for warranty period and details.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty coverage applicable to Sourcewell qualifying entities is a 2-Year Commercial Machine Warranty and imposes no usage limitations or restrictions that would adversely affect its coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Scag mower, including any defective part must be returned to an Authorized Scag Service Dealer within the warranty period. The expense of delivering the mower to the dealer for warranty work and the expense of returning it to the owner after repair will be paid for by the owner.
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?	Any Sourcewell participating entity that purchases a Scag branded piece of equipment can at a minimum source warranty repairs via the certified technician at the authorized dealer from which the mower was purchased. In many cases the purchaser will have more than one Scag authorized dealer within a reasonable distance to choose from. All Scag authorized dealers must have and maintain service a service department, staffed by Scag certified technicians, to maintain its authorized Scag dealer status.
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?	With the exception of engines and engine components, any part of the Scag commercial mower manufactured by Scag Power Equipment, found to be defective in materials or workmanship, will be repaired or replaced by an Authorized Scag Dealer without charges for parts and labor, within the 2-Year Commercial Machine Warranty Period. This includes but may not be limited to oil reservoirs, fittings, oil coolers, electrical switches and clutches, pulleys, hydraulic pumps and hydraulic wheel motors. Wear items including drive belts, blades, hydraulic hoses, tires and batteries are covered for a period of 90 days. Engines and engine components are covered by the individual engine manufacturers. See engine owner's manual for warranty period and details.
47	What are your proposed exchange and return programs and policies?	We will exchange any whole good or accessory item purchased from an awarded Sourcewell contract. All returns shall be in new, un-used condition, in its original packaging where applicable. Equipment must still be represented in the current model year program to be eligible for exchange or refund. Equipment that has cut grass or handled debris will need to be evaluated independently.
48	Describe any service contract options for the items included in your proposal.	Currently there are no factory service contract options available.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	We propose payment terms of 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?	Our finance partners offer funding solutions in all 50 states. With locations in Arizona, Connecticut, Florida, Michigan, Minnesota, New Hampshire, North Carolina, North Dakota, Texas, South Dakota, and Washington, there are multiple financing and lease options for cities, townships, schools etc. <ul style="list-style-type: none"> <li>o Western Equipment Finance</li> <li>Joel Schuman / 866-806-8021</li> <li>o New Equipment Leasing, Inc.</li> <li>Tim Schut / 616-885-0920</li> </ul>
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.	Scag is a manufacturer that sells its products through 2 step distribution. We propose to designate our 8 U.S. and Canadian distributor to accept and process Sourcewell Cooperative entity purchase orders. We would ask that all requests, for contract access or for quotes, are issued directly to Scag. Scag will verify the cooperative entities eligibility and issue a quote with instruction indicating which of its distributors that the P.O. shall be issued to. Our distributor will then coordinate delivery of the order by making arrangements between the best, closest, authorized Scag dealer and the purchaser. After the purchaser accepts delivery, and signs a delivery or pick-up acknowledgment, the distributor shall invoice the purchasing entity. Having each distributor responsible for processing all orders within its assigned territory will reduce the number of individual dealer sales reports. Distributors will manifest and report sales within their territory, and remit the corresponding administrative fee back to Sourcewell on a quarterly basis. Scag will continually monitor the sales process from end to end and will require their distributors to copy them on all quarterly sales reporting and administrative fee payments to check for accuracy.
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?	P-Cards can be accepted for payment by participating, authorized Scag dealers with advanced notification. These equipment transactions may be subject to a 2% surcharge when not prohibited by state law. Invoice payments for these purchases will be direct to the Scag dealer, as coordinated by the applicable Scag distributor. In this case, the Scag distributor will still report these sales quarterly to Sourcewell and be paying the administrative fee.

**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.	We are proposing a 22% discount off of Scag's MSRP (list price) on all qualifying whole-goods and accessories for the 48 contiguous states. Canada, Alaska, Hawaii and any U.S. Territory will carry the same 22% discount plus freight and any other fees associated with international shipments. All pricing will be in U.S. dollars. Qualifying products will be defined by Scag Power Equipment, and limited to products considered commercial in nature and listed on the attached price list. Qualifying accessories must be purchased on the same purchase order as the whole-good that it's intended to be used with, in order to qualify for the discount.
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.	The proposed pricing in this response represents a percentage discount of 22% off our U.S. list price. For purchases in HI, AK, Canada and the U.S. Territories shipping and any fees associated internationally will be the responsibility of the buying entity. Prices are listed in U.S. dollars. Final delivery of up to 25-miles distances from the delivering dealer is free. Deliveries over 25-mile or "non-standard" delivery may be subject to additional fee's.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We propose to offer an additional 1% on any single P.O. from a single entity in excess of \$100,000 on invoice.

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.	Scag proposes that any of its over 1200 servicing U.S. and Canadian authorized dealerships can be utilized or "sourced" for warranty, standard repairs or preventative maintenance. This full utilization of the Scag dealer network will be un-biased and not restricted to the original seller of the equipment in question. Labor rates are typically established by the dealer and are market driven. Non warrantable service parts are not part of the proposed price structure in this offering. While competition exists in the marketplace, Scag offers a full listing of its dealers via the locator tool on its website ( <a href="http://www.scag.com">www.scag.com</a> ). This will assist the Sourcewell contract purchaser in obtaining multiple quotes to source parts discounts and the lowest labor rates. Scag does not endorse or will facilitate the sourcing of any aftermarket or non-standard product for use on its equipment.	*
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.	Cost elements to be considered that may impact the total cost of acquisition may include but are not limited to items such as accessory installation labor, administrative fees on P-Card usage or finance programs. The standard base unit, ordered on its own, includes set up, pre-delivery preparation, and mandatory operational training at no charge. Equipment accessories ordered with a base unit, such as a grass mulching "kit" or a grass bagging "collection" system, require detailed installation and are best handled by a qualified Scag technician. Labor to install these items can be quoted by the installing dealer at the dealer's hourly rate, and added to the purchaser's invoice. P-Card usage as previously mentioned in line item 52, may include a 2% administrative fee. Available qualifying finance programs can be subject to document or processing fees of \$150 - \$175 with some having the first payment due at signing.	*
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.	In the event that items cannot be picked up by the buying entity, delivery can be arranged without charge within a 25-mile radius from the dealer filling the order. Charges for delivering newly purchased Scag equipment beyond a 25-mile radius or "non-standard" deliveries will be subject to the current rate established by the dealer and will be quoted in U.S. dollars, in advance of the purchase. For buyers in HI, AK, Canada and any US Territory, shipping costs, international tariffs and customs fees are the responsibility of the buying entity.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and associated shipping costs to US Territories, AK and HI will be the sole responsibility of the buying entity. Scag Power Equipment has authorized, sales and servicing dealers located in Alaska and Hawaii. Purchasers are encouraged to pick up their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment, without charge, within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges will be at the discretion of the dealer making the delivery. Freight and associated international shipping costs to Canada will be the responsibility of the buyer. Scag Power Equipment has authorized, sales and servicing dealers located in Canada. Purchasers are encouraged to pick up their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment, without charge, within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges will be at the discretion of the dealer making the delivery.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Scag has over 70 different products, most all of which are readily available at dealers or their distributor suppliers. In the unlikely event a product cannot be located at a dealer, their corresponding distributor, or the factory, we will contact other neighboring distributors in an effort to satisfy the retail sale. This process is currently in place for our existing customers and will be offered to Sourcewell members customers as well.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Scag is offering the extra 1% discount on single orders totaling more than \$100,000. This is and a 2% administration fee makes the pricing better than what we typically offer similar entities.

**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.	We propose to designate our 8 U.S. and 1 Canadian distributor to accept and process Sourcewell Cooperative entity purchase orders. We would ask that all requests, for contract access or for quotes, are issued directly to Scag. Scag will verify the cooperative entities eligibility and issue a quote with instruction indicating which of its distributors that the P.O. shall be issued to. This will ensure that the proper contracted agreed upon pricing is being offered. Our distributor will coordinate the delivery of the products between the best, closest, authorized Scag dealer and the purchaser. After the purchaser accepts delivery, and signs a delivery or pick-up acknowledgment, the distributor shall invoice the purchasing entity. Having each distributor responsible for processing all orders within its assigned territory will reduce the number of individual dealer sales reports nationally. Distributors will manifest and report all sales within their territory, and remit the accompanying administrative fee back to Sourcewell on a quarterly basis. Scag will continually monitor the sales process from end to end and will require their distributors to copy them on all quarterly sales reporting and administrative fee payments to check for accuracy.
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.)	Scag Power Equipment proposes to pay a 2% administrative fee on any qualifying sales under this contract. Scag interprets a qualifying sale as any whole good or accompanying accessory offered on our price list at the base price offered. Associated fees such as shipping, delivery and repair or installation labor will not be eligible for the administrative fee.



**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.	The grounds maintenance equipment in our proposal consists of commercial walk-behind, stand-on, and sit down, zero turn lawn mowers, stand-on spreader sprayers, and debris management equipment. The Scag spreader sprayer category is used for the application of dry or liquid products on turf or grounds. Debris management equipment is also offered but not exclusive to turf applications. Primary application is leaf (debris) management or removal consisting of both walk-behind and stand-on equipment for large properties. The blower products can and are often used in hard surface applications such as moving dirt, sand and other unwanted "debris" off parking lots, paved trails etc. In addition to the blowers we offer debris loaders – Truck Loaders – to then move piles of organic material – leaves grass etc. - into truck beds for transport and disposal.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The RFP category is fairly specific to our product without straying too far off center into sub category solutions. Our products potential subcategory applicable titles would be Turf, Athletic Field, Parks Maintenance Equipment, Debris Management Equipment, Sprayers, Broadcasters, Weed Control and Fertilization Equipment, Lawn & Garden Equipment, Leaf Removal Equipment, Truck Loaders and Industrial Blowers. Related accessories subcategories could include Grass & Leaf Collection Systems, Grass Mulching Systems and Light Kits for Scag Power Equipment Products.

**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	To include Lawn Mowers, Spreader Sprayer, Blowers, Truck Loaders and their related attachments and accessories including mulching and bagging accessories.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture, maintain or install irrigation systems.
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture specific beach and waterfront maintenance equipment.
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	We do manufacture or otherwise provide parts & accessories as listed for our equipment. Maintenance, standard repairs, warranty repairs or the servicing of our equipment can be done at any of our independent dealer locations.

**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.	Examples of positive key performance indicators, will be sales & quote activity, general inquiries from member entities and dealers that are interacting directly with members. We will track this on our own and collaborate with our distributors. This will include general product questions and the conversion rates of those contacts to quotes and ultimately a purchase. We will track activity on our website directly related to the cooperative resources tab that's currently being developed. We will measure direct Sourcewell sales data to our existing cooperative purchasing customers and track any contract "migration". We can also track standard out-to-bid customers that switch to the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	The Scag branded product offered in this proposal is intended to be serviced at intervals described in the owner's manual that's provided with each machine. Maintenance points are easily identifiable and accessible for a hassle free experience. Every authorized Scag Power Equipment dealer is required to provide standard and warranty service, plus technical support as a condition of maintaining that authorization. Parts availability is an integral part of the support offered by our dealers to their end-user customers. Our wholesale distributors are required to participate in parts stocking programs driven by their historical purchases. They in turn create and implement programs with our dealers to assist in maintaining a healthy parts inventory at the point of retail purchase.
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Safety advancements in the equipment offered include seat belts and roll bars on all off our sit down riders. We have incorporated operator presence controls in the form of safety switches controlled by the interlock module. The interlock module monitors the status of each safety switch and prevents the mower from operating if an unsafe condition exists. All switches need to be actuated in sequence to ensure safe proper operation. Hour meters with preprogrammed maintenance intervals remind operators to change oil. Select models feature Scag's Tiger Eye Advance Monitoring System that keeps a constant, real-time "eye" on important system functions while in operation. Systems monitored depend on the mower model and engine and may include hour meter, volt meter / charging system, engine water temperature, control lever, PTO, parking brake and seat switch safety circuits. We use longer life automotive style bearings and bushings in many of the spinning/turning or weight bearing components of our machines. These upgraded bearings are easily greasable through factory installed accessible fittings (zerk fittings). Our philosophy is that maintenance adds to the longevity, and easy to do maintenance gets done. Regular planned maintenance can reduce the cost of ownership by helping eliminate unplanned repairs associated with normal wear.

**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. - Glenn Sacchi, Field Sales Manager, Scag Power Equipment

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
<b>Addendum_11_Grounds_Maintenance_Equipment_RFP_031121</b> Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Grounds_Maintenance_Equipment_RFP_031121</b> Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Grounds_Maintenance_Equipment_RFP_031121</b> Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests</b> Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Grounds_Maintenance_Equipment_RFP_031121</b> Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Grounds_Maintenance_Equipment_RFP_031121</b> Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Grounds_Maintenance_Equipment_RFP_031121</b> Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Grounds_Maintenance_Equipment_RFP_031121</b> Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1