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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Positec Commercial Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Positec Commercial Inc., 929 Jay St., Suite 200, Charlotte, NC 28208 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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

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

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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

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

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

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

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3:
Supplier Obligations to Participating Entities

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

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

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Positec Commercial Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David Johnson 4F596B8F7F69456...
By: _____	By: _____
Jeremy Schwartz	David Johnson
Title: Chief Procurement Officer	Title: Executive Vice President
Date: 1/28/2025 | 7:39 PM CST	Date: 1/28/2025 | 5:34 PM PST

Docusign Envelope ID: 3EC3BDB2-FEBA-4864-9565-836043BA9424

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Positec Commercial Inc
Does your company conduct business under any other name? If yes, please state:	Kress
Address:	929 Jay Street Charlotte, North Carolina 28208
Contact:	Christine Chapman
Email:	christine.chapman@positecgroup.com
Phone:	941-350-0402
HST#:	88-3286694

Submission Details

Created On:	Monday October 14, 2024 08:51:29
Submitted On:	Monday November 25, 2024 22:40:51
Submitted By:	Anne Seymour
Email:	anne.seymour@positecgroup.com
Transaction #:	d20c129d-718f-4994-8b87-a6eba75e42d1
Submitter's IP Address:	174.108.61.157

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Positec Commercial Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Positec Commercial Inc., Kress, Positec USA, Inc., WORX, Positec Technology Co., Ltd., Positec Tool Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 6RYE0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112: Lawn and garden tractor and home lawn and garden equipment manufacturing	
6	Proposer Physical Address:	Positec 929 Jay St. Ste 200 Charlotte, NC 28208	*
7	Proposer website address (or addresses):	www.kress.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Johnson, Executive Vice President 929 Jay St. Ste. 200 Charlotte, NC 28208 david.johnson@positecgroup.com 704-599-3711	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Chapman National Account Manager 929 Jay St. Ste. 200 Charlotte, NC 28208 christine.chapman@positecgroup.com 941-350-0402	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Anne Seymour Director Sales Operations 929 Jay St. Ste. 200 Charlotte, NC 28208 anne.seymour@positecgroup.com 704-599-3711	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Positec is a prominent global company specializing in the manufacturing of power tools, outdoor power equipment (OPE), and accessories, which are marketed to professional landscapers, contractors, and home improvement enthusiasts worldwide. Established in 1994, the company operates in 14 countries and employs nearly 4,000 people. Positec is recognized for its commitment to product innovation and sustainable manufacturing practices, earning numerous awards in the process. The company's mission is built on two core principles: sustainability and innovation. Over the years, Positec has expanded its reach, distributing its products through major retailers like Lowe's, Walmart, Amazon, The Home Depot, Sam's Club, Target, Menard's, Ace, and Best Buy. Key brands under the Positec umbrella include Worx, Rockwell, and Kress, with Kress recently entering the North American market. Kress, a brand with a rich history of German engineering and design excellence, is set to revolutionize the outdoor power equipment market in North America. Known for producing commercial-grade OPE, Kress is introducing high-quality, environmentally friendly solutions to replace gas-powered tools, marking a significant shift in the landscaping and lawn care industry. For decades, Kress has been a leader in Europe, providing clean, quiet, and durable tools for professionals. With its North American debut in late 2022, Kress began offering advanced technologies that enable commercial landscapers in the U.S. and Canada to transition away from gasoline-powered equipment. This transformation aims to reshape the OPE industry by providing powerful, battery-operated alternatives that are both efficient and environmentally sustainable. Kress has built a strong reputation in Europe for its innovative approach to electric tools and its dedication to quality engineering. With the backing of Positec, Kress is positioned to become a significant player in North America's OPE sector. Kress is sold through an Kress Authorized Dealer network across the U.S. and Canada and is sold in more than 2,700 Kress Authorized Dealer locations globally. The Kress brand offers the next generation of commercial-grade outdoor power equipment, driven by German precision and cutting-edge technology. By focusing on sustainability and advancing the capabilities of battery-powered equipment, Kress aims to lead the industry in both performance and environmental responsibility.
12	What are your company's expectations in the event of an award?	If awarded the Sourcewell RFP 112624, Kress is committed to providing dedicated resources and comprehensive support to assist Sourcewell cooperative members in connecting with Kress Authorized Dealers and identifying the best products for their specific project needs. To facilitate this process, Kress will assign a National Account Manager as the primary point of contact, ensuring that all products, services, and support are readily available to Sourcewell members. Additionally, we will actively engage and promote this contract through our extensive Kress Authorized Dealer network across the United States and Canada. Our Training and After-Sales Support teams will be fully briefed on the Sourcewell program to provide expert assistance for any inquiries. The Kress sales team will proactively reach out to Sourcewell buying parties, informing them of our participation in the program and driving engagement. We are eager to deliver our high-quality products and services to Sourcewell members and are excited about the opportunity to work together to drive change in the commercial lawn and landscape industry. As the industry undergoes a transformation, we believe that Sourcewell can play an integral role in this shift. Early adopters who embrace Kress's innovative technologies will see long-term benefits in terms of efficiency, sustainability, and performance. Our commitment extends to providing best-in-class dealer support for our Kress Authorized Dealer network and Sourcewell members, which includes comprehensive training, programs, and after-sales support to ensure success and a smooth implementation of Kress solutions. Together, we are confident that we can achieve great things and help members stay at the forefront of industry advancements.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Positec, founded in 1994, is a privately held global company that has expanded its reach across 14 countries over the past 30 years. The company operates with a strong emphasis on innovation, ergonomics, and creating solutions-oriented products, offering value to the end user. Positec's success is driven by its ability to provide high-quality power tools, outdoor equipment, and accessories, backed by dedicated research and development (R&D) efforts that yield numerous new products annually. This focus allows Positec to maximize efficiencies and leverage its proprietary components. In North America, Positec brands, including Worx, Rockwell, and Kress, are widely distributed. Products are available through large retailers such as Lowe's, Canadian Tire, Best Buy, and Home Depot. Additionally, Worx-branded products are sold directly to end users via the company's e-commerce platform and other online resellers like Amazon and eBay. Kress, a more recent addition to Positec's portfolio, is sold exclusively through an independent dealer network in North America. Since the brand's launch in 2022, Kress has experienced impressive triple-digit topline growth, demonstrating strong demand for its commercial-grade outdoor power equipment (OPE). The strategic allocation of inventory ensures that Kress dealers are well-positioned to maximize product adoption and expand their market penetration. Through continuous innovation and smart supply chain management, Positec has maintained steady growth, while positioning its brands, especially Kress, as leaders in the professional OPE sector.
14	What is your US market share for the Solutions that you are proposing?	The Kress brand, part of the Positec family, has made significant strides in the North American market since its launch just two years ago. Within this short period, Kress has established a presence in over 600 dealer locations across the United States and Canada. This rapid growth is a testament to the brand's appeal and the quality of its commercial-grade outdoor power equipment (OPE). We are committed to expanding our reach and continuously adding new dealers to our network, further strengthening Kress's footprint in North America. In addition to dealer growth, we have been actively engaging with the Top 100 landscaping companies throughout the region, fostering relationships that are vital for the brand's continued success and adoption. Kress has already seen tremendous success in gaining new customers, demonstrating strong market acceptance of our innovative, battery-powered solutions for the lawn and landscape industry. This growth reflects the industry's shift toward more sustainable, efficient, and high-performance tools, and Kress is well-positioned to be a leader in this transformation. As we continue to expand and engage with top industry players, we are confident that Kress will maintain its upward trajectory and become a trusted choice for landscaping professionals across North America.
15	What is your Canadian market share for the Solutions that you are proposing?	The Kress brand has established a strong presence in Canada, with its products now available at over 150 dealer locations across the country. This growth is happening at a rate comparable to the expansion in the United States, where the brand continues to gain traction within the professional landscaping and outdoor power equipment sectors. Kress's strategic expansion in Canada is aligned with its ongoing efforts to build a robust network of authorized dealers and engage with top industry players in both countries. As Kress continues to grow in both markets, it is positioned to further strengthen its brand recognition and adoption among professional landscapers, contractors, and outdoor equipment users throughout North America.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Positec is a global manufacturer known for its innovative, battery-operated tools and robotics, offering a diverse range of products across several leading brands, including the Kress Commercial brand. Positec's product portfolio spans various sectors, with a strong emphasis on sustainability and technology-driven solutions for both professional and consumer markets. The Kress Commercial brand, in particular, focuses on professional-grade outdoor power equipment (OPE), offering high-performance, battery-powered tools designed to replace traditional gas-powered equipment. With a legacy rooted in German engineering, Kress is gaining significant momentum in North America, providing landscapers and contractors with cleaner, quieter, and more efficient alternatives to traditional tools. In addition to Kress, Positec also operates other well-known brands like Worx and Rockwell, expanding its presence in both the consumer and professional segments. The company's dedication to innovation, ergonomics, and sustainable manufacturing practices continues to drive its global success, making it a leader in the battery-operated power tool and robotics industry. The Kress brand operates through a network of Kress Authorized Dealers, who are extensively trained on the environmental and health benefits of the brand's battery-powered platform. This ensures that dealers are well-informed when promoting Kress products, highlighting the advantages of clean, quiet, and efficient alternatives to traditional gas-powered tools. Kress products are sold to dealers on a consignment basis, meaning dealers do not need to purchase inventory upfront. Instead, they only pay for products once they are sold to end customers. This approach helps to lower the cash outflow for dealers, allowing them to carry Kress products with minimal financial risk. The Positec field team that supports the Kress brand includes dedicated professionals such as National Account Managers, Business Development Managers, Product Managers, and Field Robotic Specialists. These experts are employees of Positec and work closely with dealers and customers to ensure smooth operations and product success. In addition to the field team, Kress benefits from the internal support teams within Positec, including Sales Operations, Customer Service, After-Sales Service, and Technical Support. These teams work together to provide exceptional service and ensure that Kress products meet the needs of dealers and customers alike. The distribution of Kress products to dealer locations is managed primarily through Positec's owned distribution centers, with products then delivered to dealers via third-party logistics providers like FedEx or other reputable delivery services. This distribution model allows for efficient and timely delivery, ensuring that products are readily available to meet customer demand.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	No licenses are required to be held, but due to Positec's commitment to environmental sustainability and employee safety, Positec holds the following Certifications issued by the International Organization for Standardization: ISO 9001 - Certified since: April 23, 2002 - Quality Management System in the Design and Manufacture of Electric Motor - Operated Hand - Held Tools, Transportable Tools, Lawn and Garden Tools, Household Cleanin Power Tools (Household High Pressure Cleaners), Robotic Cleaner Within The Scope of Qualification, Design and Manufacture of Robotic Lawnmower ISO 14001 - Certified since: September 27, 2016 - Environmental Management System in the Manufacture of Electric Motor - Operated Hand - Held TOols, Transportable Tools, Lawn and Garden Tools and Related Management Activities ISO 45001:2018 - Certified since: September 27, 2016 - Occupational Health and Safety Management System certificate in the Manufacture of Electric Motor - Operated Hand - Held Tools, Transportable Tools, Lawn and Garden Tools and Related Management Activities ISO5001:2018 - Certified since: November 24, 2023 - Energy Management System certificate in the Manufacture of Electric Motor - Operated Tools, Lawn and Garden Tools and Related Energy Management Activities

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Recognition and Awards – Kress Brand • 2024 Green Industry Pros Editor's Choice Awards [Commercial 25" Hedge Trimmer] • OPE+ 20 for 2024 New Product Awards [CyberLite Charger] The OPE+ Twenty New Product Awards recognize exceptional innovation in products from OPE and hardscape supplies to irrigation components, fertilizer, software, and more. The CyberLite charger is being showcased in the July/August issue of OPE+ (formerly OPE Business and Landscape Business) • 2024 Pro Tool Innovation Award winner [CyberLite Charger] • 2024 Pro Tool Innovation Award finalist/runner up [CyberCapsule battery] • 2024 Apparo Blue Diamond Business Impact Corporation Award The Kress Commercial 8-Minute CyberSystem technology won the Apparo Charlotte Blue Diamond Impact Corporation Award. This award recognizes organizations that have developed innovative technologies to better realize their mission and achieve their business goals. • AGZA (American Green Zone Alliance) AFTC Certification The American Green Zone Alliance is committed to improving quality of life for communities, working conditions for operators, and best practices for the landscape maintenance industry. 2023 Recognition and Awards – Kress Brand • 2023 Pro Tool Innovation Award for best battery blower (KG561) • 2023 Pro Tool Innovation Award for batteries (KAC804) • 2023 Landscape Ontario Congress Best Booth Award
21	What percentage of your sales are to the governmental sector in the past three years?	Governmental sales for Kress represent approximately 5% of the brand's overall sales. These sales are exclusively under the Kress brand portfolio, which focuses on providing battery-powered outdoor power equipment (OPE) that aligns with the increasing demand for sustainable and environmentally friendly solutions in the public sector. Kress is currently collaborating with several municipalities across North America, engaging in green initiative programs that promote the use of cleaner, quieter, and zero-emission equipment. One notable example is Kress's participation in programs such as SCAQMD (South Coast Air Quality Management District) in California, which encourages the adoption of electric, battery-powered tools as part of efforts to reduce air pollution and improve public health. Kress also participates in the CARB (California Air Resources Board) Landscaper Workgroup quarterly meetings. Kress will be a presenter on February 26, 2025 where, if awarded the contract, we will make the contract known to the many agencies who participate on the call. These initiatives reflect the growing commitment within the governmental sector to transition toward eco-friendly technologies, and Kress is well-positioned to support these efforts with its innovative products that help municipalities and government agencies meet their sustainability goals.
22	What percentage of your sales are to the education sector in the past three years?	Currently, less than 1% of Kress's sales have been to the educational sector. However, the company is actively expanding its presence in this market. Kress is working with several school districts, universities, and other educational institutions, where they are trialing our products to assess their performance and suitability for their landscaping and outdoor maintenance needs. These collaborations are part of Kress's broader strategy to introduce its battery-powered outdoor power equipment to a wider range of industries, including educational institutions that are increasingly prioritizing sustainable, cost-effective, and environmentally friendly solutions. By introducing Kress products in educational settings, the company aims to build awareness, demonstrate the benefits of battery-powered equipment, and expand its customer base in this sector moving forward.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	South Coast Air Quality Management District RFP P2023-06 Commercial Electric Lawn and Garden Equipment Incentive and Exchange Program (eL&G Program) contracted supplier - >$500,000
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
California Department of General Services - State Capitol Park	Michael Nielson	916-869-2365	*
California Highway Patrol	Jerry Pare	916-730-5678	*
California Polytechnic University - Pamona	Brian Lake	909-869-4544	*
St. Jude Children's Research Hospital	Chris Burdeshaw	901-595-6828	
Kings County Parks and Rec	Anthony Atilano	559-794-1976	

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

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

Line Item	Question	Response *	
26	Sales force.	The Kress sales team is a combination of internal staff and a broad network of Kress Authorized Dealers, providing comprehensive coverage and support for the brand across North America and globally. Kress products are available in over 600 locations across the U.S. and Canada, and more than 2,700 locations worldwide across 14 countries. In the United States and Canada, Kress ensures robust sales coverage through its dealers and commercial sales team, enabling extensive reach to various sectors including landscaping professionals, municipalities, and educational institutions. On average, dealers have 2 sales people which translates to over 1,200 sales people working to provide support of the product across the US and Canada. Kress's dedicated sales force works closely with Kress Authorized Dealers to ensure they have the necessary resources and training to effectively sell Kress products and provide service and support when needed. This includes equipping dealers with the tools to understand and promote the benefits of Kress products, including the brand’s focus on battery technology. Kress’s sales team also focuses on specific markets such as Golf Courses, Sports Fields, and Corporate and University Campuses, tailoring solutions for these unique applications. The sales force is highly trained in battery technology, enabling them to educate dealers and customers on the environmental and health benefits of Kress tools. This includes reducing noise, vibration, and fumes, improving the well-being of end users, and contributing to a cleaner, quieter, and healthier working environment. Through this comprehensive approach, Kress is ensuring that customers fully understand the advantages of transitioning to battery-powered outdoor power equipment for a variety of applications.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kress brand is primarily sold through a network of independent outdoor power equipment dealers across the United States, known as Kress Authorized Dealers. These dealers are thoroughly trained on the full range of Kress Outdoor Power Equipment products, including their installation and service requirements, ensuring they can provide expert support to customers. Kress products are generally shipped directly to the Kress Authorized Dealers, although they may also be shipped directly to the end user if needed. Some dealers may even offer delivery services for products purchased, enhancing convenience for customers. In the U.S., Kress operates out of three distribution centers, while in Canada, a third-party logistics provider (3PL) manages product distribution to the Kress Authorized Dealer network. This strategic distribution system ensures that Kress products are delivered efficiently and on time, with new orders typically arriving at dealer locations within 5 days or less, and many locations receiving shipments in under 2 business days. This streamlined distribution process allows Kress to maintain strong support for its Authorized Dealers, ensuring they have quick access to inventory and can efficiently serve the needs of their customers.	*
28	Service force.	Kress products are primarily serviced through our network of Kress Authorized Dealers, who are trained to handle both the maintenance and repair needs of Kress products. In addition to dealer support, Kress team members are available to visit end users both pre and post-purchase, depending on the needs of the customer. These visits are crucial for helping customers navigate the transition from gas-powered to battery-powered equipment, ensuring they fully understand the benefits and use of their new Kress tools. The Kress team, along with our Authorized Dealers, is committed to supporting this transition and providing a seamless experience for the end user. We recognize that moving from traditional gas-powered tools to battery technology can be a significant change, and our team is dedicated to guiding customers through every step of the process. For servicing dealers, they have direct access to the Kress Technical Team, which provides training, in-person guidance, and ongoing support to ensure the products are serviced correctly. Additionally, we are currently developing a certification program for our dealers, which will help standardize and ensure consistency in service quality across our dealer network. This program will help maintain the high standards of support and service that Kress is known for, ensuring that both dealers and end users receive the best possible experience. Service on non-combustion engines (such as those found in Kress's battery-powered products) is significantly less than that of traditional gas-powered counterparts. This results in lower overall service requirements throughout the life of the product. The reduced service needs are primarily due to a lower number of moving parts, no need for oil changes, and the absence of complex combustion systems that typically require maintenance and repairs. Additionally, battery-powered tools don't have the wear-and-tear issues related to fuel systems, carburetors, or spark plugs, which are common in gas-powered engines. These factors translate into reduced maintenance costs, fewer breakdowns, and a longer lifespan for the equipment, making it more efficient and cost-effective for end users over time.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Kress sales team understands the importance of being available to assist Kress Authorized Dealers and Sourcewell members throughout the sales process, from initial product selection to ensuring that the proper equipment is chosen to meet the end customer's needs. Kress offers a 10-day trial period for all commercial equipment purchasers, allowing the team to work closely with both the dealers and the end customers to ensure that the battery type and quantity selected are well-suited for the specific tasks the customer will be performing. Battery-based tools can have different configurations to match the energy demands of the work being performed. Kress works with the dealers and customers to determine the right combination of battery power, tool types, and configurations to ensure peak performance and efficiency. After the trial period, the final purchase configuration is processed by the Kress Authorized Dealer and product delivery is coordinated with the Sourcewell member. If awarded the Sourcewell contract, Kress will provide a designated email contact (Sourcewell@kress.com) and phone number to ensure all Sourcewell members have a direct means to contact the team supporting the Sourcewell contract should the need arise. Order and Fulfillment Steps: Request for Quote Sourcewell members work directly with their local dealer and/or a Kress team member to develop the quote and product configurations to purchase. (See Order Form example in document uploads). Once the quote is compiled and finalized, the Kress team will work with the dealer to process the order and ensure that the Sourcewell pricing is applied properly. Ordering Process through Kress Authorized Dealers: All Kress products are only available for purchase through the Kress Authorized Dealer network. While we may work directly with Sourcewell members to ensure the correct products are selected and configurations are optimized for their needs, all procurement and purchase transactions must be conducted through Kress Authorized Dealers. Collaboration with Sourcewell Members: Kress will collaborate closely with the dealer and Sourcewell members to provide support throughout the process. This includes product demonstrations or training and support. Dealer Engagement: The Kress Authorized Dealer will manage the purchase, delivery, and any post-purchase services or warranty claims. We will ensure that each Kress Authorized Dealer has the tools and knowledge to properly assist Sourcewell members and institutions with the purchasing process and ensure they receive ongoing support.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Kress Authorized Dealer network will be the first point of contact for any product or service questions. This provides a local point of contact at all times for the Sourcewell member to reach out to. All necessary repairs will be made through the local dealer service department. The Dealer will submit any applicable warranty claims to Kress and will manage the warranty process through to completion. If a dealer is unable to assiste the Sourcewell member needs the dealer will reach out to our Dealer Support team who will triage the issue and work with the appropriate internal team to provide assistance be it through our Solution Center, After Sales Service, Operations or Product team members. The Positec Solution Center has established Service Level Agreements as follows: • Average Speed of Answer – 35 seconds or less. • Abandon Rate – Less than 6%. • Chat Average Speed of Answer – Less than 2 minutes and 35 seconds. • Email Response Time – within 24 hours. *Weekend emails caught up on Monday. • Reputation Management – Questions, review, and social media engagement – same day. *Weekend engagement to be completed on Monday. • Customer Surveys - participation should be 50% or higher. • First Contact Resolution Rate – 90% or higher. Answered with Q1 from survey. • Customer Satisfaction Rate – 95% or higher. Answered with Q2 from survey. • Net Promoter Score – 80% or higher. • Average Handle Time – 11 minutes or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Positec and Kress Authorized Dealers will provide service and support to Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Positec and Kress Authorized Dealers will provide service and support to Sourcewell members in Canada.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Currently, Kress Authorized Dealers are located across the continental United States and Canada. We do not have authorized dealers in Alaska, Hawaii, or any of the outlying territories. There are, however, several dealers in these areas who have expressed interest in carrying and servicing Kress products. If Sourcewell members in these regions are interested in purchasing Kress products, we are open to pursuing conversations with local dealers to explore potential partnerships. By engaging with these dealers, we can expand our network and ensure that Kress products are available and supported in these locations, providing the same level of service and support to customers in Alaska, Hawaii, and the outlying territories as we do in the continental U.S. and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We have the ability to work with all types of Participating Entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For non-continental U.S. purchases—including Hawaii, Alaska, and U.S. territories such as Puerto Rico—Kress prefers to work with a freight consolidator to manage the shipping of products to these regions. Currently, there is no physical presence in these areas, but there are dealers who have expressed interest in carrying and servicing Kress products in these locations. If Sourcewell members in Hawaii, Alaska, or U.S. territories are interested in purchasing Kress products, we are open to initiating discussions with local dealers in these areas to explore potential partnerships. By collaborating with these dealers, we can ensure that Kress products are available, and service and support are provided to Sourcewell members in these non-continental regions. This will allow us to expand our network and meet the needs of customers outside the continental U.S. while maintaining high levels of service and support.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We have the ability to extend the terms of the program to non-profit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Establish Sourcewell as the go-to-resource for Government agencies, educational institutions and 501 (C) (3) organizations on sourcing, drive an understanding of Kress as the premier alternative to gas-powered tools in the commercial landscaping industry. Design and execute impactful, measurable marketing campaigns. Execute omni-channel awareness campaigns with the intention of lifting brand awareness of Kress (source google trends) and Sourcewell. Strengthen brand awareness for both Kress and Sourcewell while driving measurable adoption of Kress battery-powered tools through the following: Strategies and Tactics 1. Trade Show and Event Strategy Prominent Branding: Feature the Sourcewell logo on all event booth materials with messaging such as: ""Kress: The Only Choice for Replacing Gas—Available Through Sourcewell."" Interactive Displays: Provide hands-outs, infographics and interactive livs sites demonstrating how Kress tools save money and streamline procurement via Sourcewell. Testimonial Videos: Play testimonials from government organizations that have adopted Kress tools through Sourcewell, emphasizing productivity, savings, and ease of adoption. 2. In-Store Merchandising and Point-of-Purchase (POP) Displays Co-Branded Displays: Develop merchandisers and POP materials with Sourcewell branding, featuring messaging like: “Save Time and Money—Kress is the Only True Gas Replacement, Approved by Sourcewell.” * Interactive Features: Include QR codes linking to: Cost savings calculators. Sourcewell’s procurement resources. Kress and Sourcewell case studies. Exclusive Sourcewell Offers: 3. Digital Marketing Campaigns Search and Display Advertising: Focus on high-search markets--e.g. Southern California--for battery-powered tools with targeted messages such as: ""Kress: The Only Choice for Commercial Landscapers to Replace Gas—Available Through Sourcewell."" ""Switch to Kress Today and Save Money from Day 1."" This messaging solution is critical for helping drive the Kress narrative. By doing this, Kress will also be able to help organizations understand its technology and ease of leveraging Sourcewell. Social Media Campaigns: Use platforms like LinkedIn to target government procurement officers with testimonials, video content, and infographics. Email Campaigns: Develop segmented email campaigns for municipalities, parks departments, and government agencies highlighting: Ease of procurement with Sourcewell. Importantly, this is an opportunity to help organizations the importance of switching (save money and reduce carbon footprint) with the reliability of Sourcewell. Immediate savings and productivity benefits of Kress tools.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Example marketing strategy focused on driving brand awareness, engagement, and conversion: 1. Campaign Objectives Fortify Kress Commercial as a Leading Brand: Position Kress as a top-tier, eco-friendly, and innovative brand shaking up the OPE industry by promoting the battery-powered solutions it offers. Boost Brand Awareness: Establish an omni-channel awareness campaign to increase visibility of Kress and its status as an approved Sourcewell supplier. Drive Conversion: Emphasize two key benefits of switching to Kress battery-powered equipment: Increased productivity and cost savings from day one of conversion from gas-powered tools. 2. Campaign Strategy & Tactics A. Omni-Channel Awareness Campaign Objective: Amplify the visibility of Kress and Sourcewell’s partnership to both end-users and decision-makers within landscaping and outdoor power equipment sectors. Execution: Content Strategy: Develop a content-rich campaign leveraging testimonials and case studies from industry leaders who have successfully transitioned to Kress Commercial products. These testimonials should focus on the two key selling points: Increased productivity: Highlight how Kress products allow users to get more work done in

less time.
Immediate cost savings: Showcase how businesses save money on fuel, maintenance, and servicing from day one of switching from gas to battery-powered equipment.
Influencer Marketing: Collaborate with well-known landscapers, landscape contractors, and industry influencers who have adopted Kress tools, allowing them to share their experiences and results.
Social Proof: Use video interviews, user-generated content, and influencer partnerships to create social proof that positions Kress as a trusted, effective solution.

B. Search and Display Advertising Campaigns
Objective: Reach potential customers in key markets where search interest for battery-powered outdoor power equipment is high.
Execution:
Search Campaign: Target keywords related to battery-powered lawn tools, landscaping equipment, zero-emission tools, and Sourcewell suppliers. Focus on search terms that convey the pain points of gas-powered tools (e.g., ""gas lawn mower replacement"", ""save money on landscaping tools"", ""quiet outdoor equipment"").
Display Ads: Create eye-catching display ads to target audiences in key markets, including specific geographical regions or industries where the search volume for battery-powered solutions is growing.
Geographic Targeting: Focus on markets with high adoption potential for battery-powered solutions (e.g., urban areas with sustainability initiatives, municipalities in green programs like AQMD, etc.).

C. SEO & Organic Social Media Strategy
Objective: Improve organic visibility and engagement through SEO and social media channels.
Execution:
SEO Optimization: Focus on long-tail keywords related to battery-powered lawn equipment and Sourcewell suppliers. Create landing pages on Kress.com specifically for Sourcewell members and battery-powered solutions.
Social Media Engagement:
Regularly post testimonials, before-and-after success stories, and demonstration videos on platforms like Instagram, Facebook, LinkedIn, and YouTube.
Use targeted ads on Facebook and Instagram to highlight user testimonials and the dual benefits of productivity and cost savings.

D. Key Markets & Conversion Funnel
Objective: Educate potential customers about the value of switching to Kress and convert them into leads.
Execution:
Targeted Geo-Location & Demographics: Focus on regions with high interest in battery-powered solutions (e.g., regions with high levels of sustainability initiatives, government green programs, or eco-conscious landscapers).
Retargeting Campaigns: Use retargeting ads to engage people who visit the Kress or Sourcewell website but don't convert immediately. Keep potential customers engaged with testimonials and case studies showing productivity gains and cost savings.
Email Campaigns: Develop email nurture sequences for leads that have shown interest in Kress products. Focus on educating them about how switching to battery-powered tools leads to increased productivity and immediate cost savings.

3. Measurable Metrics & Tracking
To measure the success of the campaigns, key performance indicators (KPIs) will include:
Brand Awareness: Increase in search volume for Kress and Sourcewell.
Track engagement metrics such as click-through rates (CTR) on display ads and impressions.
Google Trends tracking for the Kress brand and Sourcewell program.
Conversion & Lead Generation:

Track the number of Sourcewell orders through the dealer portal.
Measure the number of leads generated from search campaigns, email sign-ups, and social media engagement.
Conversion rates for landing pages with Sourcewell-specific offers.

Sales & ROI:

Analyze sales performance in regions targeted by search campaigns.
Track the cost-per-lead (CPL) and return on investment (ROI) for search and display campaigns, ensuring that the ad spend is effectively contributing to growth.

By focusing on the two critical benefits—increased productivity and immediate cost savings—the campaign will create strong customer awareness and drive sales growth while reinforcing Kress Commercial as a major force in the OPE industry.

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Maximize the effectiveness of the Sourcewell partnership and enhance Kress's visibility within the Sourcewell member community, we propose the following initiatives that align with both Sourcewell's goals and Kress's strategy: 1. Catalogs & Product Information Sharing Objective: Provide Sourcewell members with direct access to Kress product catalogs and detailed product information, helping them make informed purchasing decisions. Execution: Catalog Access: Work with Sourcewell to ensure our product catalogs and detailed spec sheets are accessible to members, ideally through a Sourcewell member portal or other centralized Sourcewell communication channels. Kress Authorized Dealer Directory: Share a Kress Authorized Dealer Directory to enable Sourcewell members to easily locate dealers and inquire about products and services. 2. Participation in Sourcewell Mailings, Events, and Educational Sessions Objective: Actively engage with Sourcewell members and increase awareness of Kress as an approved supplier through educational content and direct communication. Execution: Mailing Lists: Request inclusion in Sourcewell's email newsletters or direct mail campaigns to highlight Kress as a partner and showcase our latest products, updates, and educational resources. Events & Webinars: Participate in Sourcewell events, conferences, or educational sessions by either sponsoring, presenting, or providing thought leadership content on topics like the transition to battery-powered tools, sustainability, and cost-saving benefits of Kress equipment. Workshops: If possible, host training sessions or webinars specifically for Sourcewell members, covering product benefits, installation, and service support for Kress tools. 3. Integration into Sales Process & Point of Purchase (POP) Materials Objective: Seamlessly integrate the Sourcewell agreement into our sales process and make it easy for Kress Authorized Dealers to highlight Sourcewell pricing and offerings. Execution: Kress Authorized Dealer Network: Train the Kress Authorized Dealer Network on how to mention and leverage the Sourcewell agreement during their sales conversations. This will ensure that dealers are equipped with the knowledge to present Sourcewell-specific pricing and advantages. Point-of-Purchase Materials: Develop POP displays, flyers, and brochures that emphasize Kress's partnership with Sourcewell and the associated benefits for Sourcewell members. Dealer Support: Equip dealers with marketing materials that they can display in-store or at trade events, including Sourcewell-branded assets to help boost credibility and awareness among Sourcewell members. 4. Co-Branding on Marketing and Trade Show Materials Objective: Leverage the Sourcewell logo and co-branding opportunities to reinforce Kress's position as an approved Sourcewell supplier and build trust with potential buyers. Execution: Marketing Materials: Use the Sourcewell logo on various marketing assets, such as brochures, email campaigns, advertisements, and product sheets to emphasize Kress's approved status as a Sourcewell supplier. Trade Show Displays: Incorporate Sourcewell branding in trade show materials (e.g., booth designs, banners, and event signage) to increase visibility at industry events. See the provided mock-ups of event spaces and email co-branding examples for reference. Digital Assets: Use the Sourcewell logo in digital marketing materials—including landing pages, email signatures, and website banners—to create a cohesive brand message across all platforms. 5. Measuring and Reporting Success To ensure that these efforts have a measurable impact, we will track: Engagement Rates: Open rates for emails, click-through rates for Sourcewell-specific content, and participation in Sourcewell webinars/events. Sales Metrics: Track the number of Sourcewell orders and inquiries. Dealer Feedback: Collect feedback from Kress Authorized Dealers about how Sourcewell materials and support have impacted their sales efforts and customer engagement. By integrating Sourcewell into our sales process, marketing materials, and events, we will create a strong, sustained presence within the Sourcewell community and help Kress Commercial expand its influence as a leader in the battery-powered outdoor power equipment space.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement ordering process at this time. The Kress product line is only available via the Kress Authorized Dealer network. We do work directly with institutions to help provide a curated quote and ensure the proper product configuration, but all procurement is done directly through the dealer network. If desired, Kress can establish an internal dedicated Sourcewell procurement process, and the internal team will work with the local Kress Authorized Dealer for ordering the process.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kress provides comprehensive onsite and/or virtual training prior to purchase and after purchase as needed at no additional cost. These trainings are designed to ensure optimal use and maintenance of our robotic mowers and landscaping equipment. Our training covers product operation, safety protocols, and routine maintenance, helping operators gain confidence and technical knowledge. Training is included as a standard part of our partnership and is conducted by our Business Development Managers, National Account Managers, Training, Robotics, or Product team members aligned to the training need. We offer implementation guidance and conduct a power assessment as it relates to converting from gas equipment to battery. Kress is committed to ensuring the success and optimal use of our equipment by offering a variety of training options for Sourcewell members. We provide user videos on the Kress YouTube channel, along with online training sessions and webinars, making it easy for users to access educational resources at their convenience. By empowering operators with essential skills and knowledge, Kress helps Sourcewell entities maximize equipment performance and longevity. Well-trained teams can fully utilize the capabilities of their equipment, enhancing productivity and reducing downtime.	*
42	Describe any technological advances that your proposed Solutions offer.	The revolutionary commercial Kress 8-minute Cybersystem™ battery platform is engineered and designed specifically to meet the demanding needs of commercial landscapers. The system features both 4Ah and 11Ah battery packs with the ability to recharge each 60v battery pack to 100% charge in only 8 minutes or 80% charge in 5 minutes, the fastest re-charge of any commercial battery system available. The best part is the batteries can be charged from the truck or trailer using the CyberTank allowing charging on the go. Our battery platform also comes with an industry leading 6 years or 3,000 charge-cycle warranty. Due to its proprietary battery cell technology, each 60v Cyberpack battery is capable to produce up to twice the power output of standard lithium-ion batteries. The added power output allows Kress outdoor power equipment to meet or exceed the same performance as comparable commercial gas-powered machines but with less noise and zero harmful emissions. In addition, the Kress Cyberpack battery can be recharged three thousand times - up to 10 times more than standard lithium-ion batteries. The extended battery life supports multiple re-charges per day and greatly reduces the cost of replacement battery packs over the life of the equipment. The Kress 8-minute™ CyberSystem is the first and only cordless battery power supply that will allow commercial landscapers to finally replace their expensive gas-powered equipment without sacrificing performance, power or runtime. The Kress 8-minute CyberSystem battery platform powers a full line of Kress professional outdoor equipment that includes commercial-grade backpack and handheld blowers, grass trimmers, edgers, chainsaws and hedge trimmers, as well as heavy-duty walk-behind commercial mowers. Each Kress commercial-grade tool is designed and engineered for heavy-duty use with a high-efficiency brushless motor and state-of-the-art features and performance. There are no more excuses to keep operating noisy, high-cost gas equipment or wasting time with cordless battery tools that won't get the job done. Kress's proprietary battery technology allows for ultra-fast charging and extended runtime, minimizing downtime and maximizing productivity. Our equipment includes smart connectivity features, such as remote monitoring and control via mobile applications, giving operators flexibility and real-time oversight. These innovations deliver a seamless, eco-friendly solution that meets the evolving demands of modern landscaping. Added to our proposed solution are the Kress robotic mowers which include several significant technological advances, making it an ideal fit for modern landscape management needs. A key feature is our integration of RTK (Real Time Kinematics) and technology, which ensures 2cm-3cm accuracy and efficient navigation for robotic mowers. Unlike traditional mowers that require manual operation, our mowers autonomously cover large areas with accuracy and minimal intervention, allowing for optimized mowing patterns that reduce overlap, save time, and conserve energy. Kress's robotics incorporate advanced AI-driven sensors and obstacle detection systems, enabling operation around people, pets, and landscaping features. See Additional Uploaded Documents - Industry Insights: The Impact of Kress Commercial Batteries On Productivity	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Kress is deeply committed to supporting green initiatives and environmentally sustainable practices. From the very beginning, we have focused exclusively on battery-powered technology, never manufacturing combustion engines. This commitment has allowed us to develop industry-leading solutions that are cleaner, quieter, and more efficient compared to traditional gas-powered equipment. Key Green Initiatives and Certifications: AGZA AFTC Certification: Kress has earned the AFTC (American Green Zone Alliance) Certification, recognized by the American Green Zone Alliance (AGZA). After three years of rigorous testing under demanding conditions—including extreme temperatures, heavy vegetation, and seasonal cleanups—Kress products were proven to be highly reliable and effective for commercial use. AGZA has certified that Kress tools, batteries, and chargers meet the high standards required for professional landscapers. Fast Charging and Energy Efficiency: Kress offers fast charging solutions through our proprietary DC to DC charging system, which works seamlessly with the Cyber Tank Portable Power System. This system significantly reduces downtime and enhances productivity, helping professionals stay on the job longer while supporting sustainability efforts with zero emissions. California Air Resources Board (CARB): Kress is an active participant in CARB (California Air Resources Board) landscaper workgroup meetings, where we work together with other stakeholders to develop and implement policies aimed at reducing emissions in the landscape maintenance sector. South Coast Air Quality Management District (SCAQMD) Kress is a contracted brand with South Coast Air Quality Management District for the Commercial Lawn and Garden Exchange Program, a critical initiative designed to eliminate harmful emissions from Small Off-Road Gas Engines (SORE), helping to improve air quality in California. Battery Disposal Partnership with "Call to Recycle": Kress partners with ""Call to Recycle"", a leading battery stewardship program, to ensure the proper disposal and recycling of used batteries. This partnership further reinforces our commitment to sustainable product life cycles and reducing environmental impact. Through these actions and initiatives, Kress is leading the way in the transition to greener, more sustainable landscaping equipment. We are proud to provide professionals with tools that deliver superior performance while helping reduce environmental impact.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kress received the AFTC Certification from the American Green Zone Alliance (AGZA). "After three years of testing in the toughest conditions which include high heat and extreme cold temperatures, heavy vegetation and seasonal cleanups, AGZA can say Kress tools, batteries, and chargers are made for professionals and use in daily commercial applications. Kress gives their customers fast charging options with their proprietary DC to DC charging system with the Cyber Tank Portable Power System.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kress is redefining the landscaping industry by offering cutting-edge, battery-operated technology that delivers exceptional performance, sustainability, and durability. As the demand for greener landscaping solutions grows among municipalities, facilities, and homeowners, Kress provides the ideal solution to replace gas-powered equipment without compromise. Our products include rapid onboard battery charging in just 8 minutes, gas-equivalent power output, and the longest battery lifecycle in the industry, backed by a 6-year warranty on the CyberSystem. This dramatically reduces procurement costs for professionals, government agencies, schools, and non-profits. Kress’ autonomous, battery-powered robotic mowers, paired with the powerful Kress Commercial product line, reduce labor costs and emissions. The products are integrated with Kress’ proprietary mobile app, enabling users to track equipment usage, downtime, and charging trends, allowing for proactive maintenance and optimized performance. These products provide an improved user work environment due to lower noise, vibration and emissions. What sets Kress apart is its advanced battery technology. Proprietary technology reduces heat buildup during use, allowing immediate recharging without the typical wait for cooling down. This reduces the number of batteries required to operate a crew for the day, resulting in lower battery purchase needs compared to other brands. With performance matching or exceeding gas-powered equipment, Kress offers the added benefits of low vibration, minimal noise (meeting city ordinances), and zero emissions—making it the perfect choice for eco-conscious, cost-effective landscaping solutions.	*

46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Kress equipment is designed with a strong focus on safety. Our robotic mowers are equipped with an emergency stop feature, which allows for immediate shutdown in the event of unexpected obstacles or emergencies, as well as an obstacle avoidance system, promoting quick and effective response to potential hazards. Stability controls further enhance the functionality of our robotics autonomous mowers, improving maneuverability on various terrains and reducing the risk of tipping or slipping. Kress products feature operator presence controls to guarantee that they only operate when an active operator is engaged, minimizing the risk of accidental activation. Noise reduction technology is also integrated into our equipment, reducing exposure to harmful noise levels and contributing to a safer and more comfortable working environment. Kress is developing various personal protection equipment including development of chaps specifically designed for electric chainsaws. These chaps offer essential protection for operators working with electric-powered equipment, reinforcing our commitment to safety across all aspects of our product line. With these advanced safety features, Kress ensures that our equipment is both reliable and secure for demanding landscaping tasks.
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Kress equipment is designed with ergonomic features to enhance operator comfort and reduce physical strain. Our tools incorporate anti-vibration technology to minimize hand and arm fatigue, ensuring comfort during prolonged use. Adjustable handles allow operators to customize the fit, accommodating different user heights and preferences, while an ergonomic control layout positions essential controls within easy reach, simplifying operation. For equipment requiring shoulder support, we offer padded shoulder straps and harnesses that evenly distribute weight, reducing pressure points and enhancing mobility. These ergonomic advancements help improve user comfort, safety, and overall productivity.
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Kress equipment is engineered with a strong focus on eco-friendly features to minimize environmental impact and promote sustainable landscaping practices. Our robotic mowers and landscaping tools are fully battery-powered, eliminating the emissions typically associated with traditional gas engines and significantly reducing noise pollution, making them an ideal choice for environmentally-conscious operations. At the heart of Kress products is our proprietary fast-charging battery technology, which enhances efficiency while lowering overall energy consumption. Many Kress models also feature eco-mode settings that optimize power usage, conserving energy during lighter tasks. In addition, our auto-shutoff capabilities prevent unnecessary idling, leading to energy savings and prolonging the life of the equipment. By integrating these sustainable innovations into our product line, Kress helps Sourcewell entities and other customers achieve their goals for environmentally responsible operations, offering a clean, quiet, and energy-efficient alternative to traditional gas-powered equipment.
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	As an industry-leading tool manufacturer, Kress is dedicated to ensuring end-user satisfaction. Our commitment is simple: we strive for complete customer satisfaction with an issue-free product. To demonstrate our confidence in the quality and reliability of our Kress Commercial products, we offer a 90-day money-back guarantee. In addition, Kress stands behind its products with a comprehensive warranty. If any Kress product is found to be defective due to materials or workmanship within the warranty period from the original purchase date, we will take action through our authorized dealer network to repair or replace the product. This may include: Repairing the defective product Replacing the defective product with a new or reconditioned unit Replacing or repairing any defective parts Our Commercial battery platform also comes with an industry leading 6 years or 3,000 charge-cycle warranty. At Kress, we are committed to delivering long-lasting, reliable equipment and ensuring that our customers receive the support they deserve. To further support our customers, replacement parts and accessories are readily available through the Kress Authorized Dealer network. This network, along with our dedicated Kress Technical Support team, is available to provide expert guidance, troubleshoot any issues, and ensure complete customer satisfaction. Whether a customer needs assistance with repairs, replacements, or product inquiries, Kress is here to ensure the equipment performs at its best.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	Positec works with the independent OPE dealer network. Many of our dealers are SBEs, women and veteran owned and would qualify for these designations, but we are unclear if they are certified. See Document Upload: Small Business Certified Dealers.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	We are aware of minority owned dealerships, but we need to verify if they are certified.	*
52		Women Business Enterprise (WBE)	(•) Yes ( ) No	We are aware of Women Owned dealerships, but we need to verify if they are certified.	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	(•) Yes ( ) No	We are aware of Veteran-Owned dealerships, but we need to verify if they are certified.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	N/A	*
56		Small Business Enterprise (SBE)	(•) Yes ( ) No	See attached sample of SBE Certified Dealers	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	N/A	*
58		Women-Owned Small Business (WOSB)	(•) Yes ( ) No	We are aware of Women Owned dealerships, but we need to verify if they are certified.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Kress is pleased to offer net 30 payment terms for Sourcewell members. This allows for flexibility and ease of payment, with payment due 30 days after the invoice date. Accepted payment methods will depend on the specific policies of the Kress Authorized Dealer selected by the Sourcewell member. These methods may include: - Credit cards - Checks - Bank transfers - Other payment methods as agreed upon with the dealer Sourcewell members can discuss their preferred payment options directly with their selected Kress Authorized Dealer to ensure a smooth and efficient transaction process.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Kress Authorized Dealers participate in a range of financing options through trusted financial partners, which can be extended to Sourcewell members to provide added flexibility and ease of purchase. These financing options include: 1. First Western Equipment Finance 2. Western Equipment 3. Synchrony 4. Sheffield These partners offer various financing plans, making it easier for Sourcewell members to manage payments according to their budget and needs. Additionally, Kress offers leasing and rental options through First Western Equipment Finance via the dealer network. These options provide Sourcewell members with more flexibility. Sourcewell members can work with their chosen Kress Authorized Dealer to explore and select the most suitable financing, leasing, or rental option for their specific needs.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Dealers will have access to a standardized price list on the Kress Dealer Portal, which reflects the agreed-upon Sourcewell pricing for all products. This document will also include details on 30-day net terms, allowing Sourcewell members to easily designate the quantities of their order. This streamlined process ensures that Sourcewell participants can conveniently place orders with transparent pricing and payment terms through their local Kress dealer.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	As purchases are made through the Kress Authorized Dealer network, Sourcewell participating entities will work directly with their local dealer for the final procurement and payment process. This ensures a seamless and efficient transaction, allowing customers to receive the products and services they need with the support of Kress' trusted dealer network.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Kress pricing model provides 10% discount across the full product line, ensuring transparent pricing and allowing Sourcewell members to benefit from savings across the entire range of Kress products. This approach ensures that every item purchased through the Sourcewell program is offered at a competitive price, maximizing value for all participants.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Products purchased as part of the Sourcewell program will receive a 10% off MSRP.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	The 10% discount applied to all products in the pricing model achieves the highest volume discount offered by Kress. This discount provides significant savings on our entire product line, ensuring that Sourcewell participants receive the best value on the advanced, eco-friendly landscaping equipment they need. Products released to the market after close of the RFP will be eligible for the same price discount.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Kress Authorized Dealers may charge for delivery and setup of the Kress Commercial line. In certain cases, such as robotics installation, the dealer may also charge an installation and service fee for any ongoing service required on-site for the Sourcewell member. Please note that these charges are not controlled by the Kress team and are determined at the discretion of the dealer, based on the agreement between the dealer and the Sourcewell member.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell members will receive products from their local Kress dealer. In some cases, the product may be shipped directly to the Sourcewell member via drop shipment from Kress. There will be no charges for drop shipments from Kress. However, local dealers may charge a delivery fee for products delivered to the Sourcewell member. Please note that these delivery charges are not controlled by the Kress team and are determined at the discretion of the dealer, based on the agreement between the dealer and the Sourcewell member.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For non-continental U.S. purchases—including Hawaii, Alaska, and U.S. territories such as Puerto Rico—Kress prefers to work with a freight consolidator to manage the shipping of products to these regions. Products will ship FOB from the consolidator. Canada Sourcewell members will receive products from their local Kress dealer. In some cases, the product may be shipped directly to the Sourcewell member via drop shipment from Kress. There will be no charges for drop shipments from Kress. However, local dealers may charge a delivery fee for products delivered to the Sourcewell member. Please note that these delivery charges are not controlled by the Kress team and are determined at the discretion of the dealer, based on the agreement between the dealer and the Sourcewell member.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members will receive products from their local Kress dealer. In some cases, the product may be shipped directly to the Sourcewell member via drop shipment from Kress. There will be no charges for drop shipments from Kress. However, local dealers may charge a delivery fee for products delivered to the Sourcewell member if the member chooses to not pick them up directly from the dealer. Please note that these delivery charges are not controlled by the Kress team and are determined at the discretion of the dealer, based on the agreement between the dealer and the Sourcewell member.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All sales made to Sourcewell members will be recorded in the Kress Dealer Portal (KDP) using the Program Code assigned to Sourcewell pricing. Dealers are required to scan products as sold in the KDP portal at the time of sale and apply the correct program code. Sales made by the dealer to a Sourcewell member, including installation and service, will follow the standard Kress Partner Program. Dealers must retain copies of sales to Sourcewell members for audit purposes and accurate tracking. Kress reserves the right to audit local dealers for Sourcewell member sales by requesting invoice copies at any time to ensure compliance with program guidelines. If a Sourcewell member believes they have not received the proper pricing, they can contact the Kress team to request a review of their invoice and pricing. Kress will collaborate with the local dealer to verify that the correct pricing and terms have been applied. This ensures that any discrepancies are addressed promptly and that the Sourcewell member receives the agreed-upon pricing and benefits.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Key metrics and activities related to Sourcewell engagement with Kress products: Number of Sourcewell Orders Invoiced via the Dealer Network: Track the total number of orders invoiced to Sourcewell members through the Kress Authorized Dealer network. This metric helps gauge the volume of transactions being processed and indicates the level of engagement from Sourcewell members. Monthly Engagement with Sourcewell Members to Trial Kress Products: Monitor the number of Sourcewell members actively engaged in product trials each month. This reflects Kress's efforts to introduce and demonstrate products to members, helping to generate interest and adoption of Kress equipment. Month-over-Month Growth via Sourcewell Member Purchases: Measure the growth in purchases made by Sourcewell members on a month-over-month basis. This is a key indicator of product adoption and ongoing demand for Kress products within the Sourcewell network. Monthly Meetings/Calls with Sourcewell Members to Discuss Kress Product Offerings: Track the number of meetings or calls held each month with Sourcewell members to discuss Kress products. These interactions are vital for maintaining customer relationships, understanding member needs, and promoting new or existing Kress product offerings. These metrics will help Kress assess its success in expanding its presence within the Sourcewell network and improving engagement with members.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	The proposed administration fee to Sourcewell, in consideration for the support and services provided by Sourcewell, is 1% of dealer net sales recorded via the Sourcewell program code. Payments for this fee will be made on a quarterly basis. This fee helps cover the administrative costs and ensures continued support for Sourcewell members using Kress products through the program.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell members will qualify for our highest fleet discount of 10% off all products and categories offered by Kress. This discount provides significant savings on our entire product line, ensuring that Sourcewell participants receive the best value on the advanced, eco-friendly landscaping equipment they need.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Kress provides a comprehensive battery powered equipment solution for outdoor landscaping and grounds maintenance. The breadth of tools include blowers, edgers, trimmers, chainsaws, pole saws, robotic mowers and the required battery and charging products. In addition, the Kress offering encompasses accessory items such as trimmer line, replacement blade, chains, bar & chain oil and repair parts along with a full line of wearables such as chaps, safety glasses, gloves and hats. Kress is the only solution that is based on over 30 years of battery technology and a specially developed closed cell battery. In some instances, Kress Authorized Dealers may have some previously used equipment available for sale. This equipment is eligible for the 10% Sourcewell member discount as well as a 10% previously used reduction in price. Products released to the market after close of this RFP will be eligible to participate in the Sourcewell program.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The link, https://www.kress.com/en-us/product-catalog-2/ is a flip turn document of our full catalog.
		
		Products encompass the following:
		
		60V Commercial
		- Brush Cutters
		- Chain Saws
		- Edgers
		- Hand Pruner
		- Hedge Trimmers
		- Lawnmowers
		- Leaf Blowers
		  - Handheld
		  - Backpack
		- Line Trimmers
		- Pole Saws
		- Power source (batteries and chargers)
		- Multi-purpose attachments
		- Extension shafts
		- Pole Saw attachment
		- Curved Edger Attachment
		- String Trimmer attachment
		- Power head - Power head
		
		Robotics
		- ¼ acre robotic lawn mower
		- ½ acre robotic lawn mower
		- ¾ acre robotic lawn mower with OAS
		- 1 ¼ acre robotic lawn
		- 3 acre robotic lawn mower with OAS
		- 6 acre robotic lawn mower with OAS
		
		Residential Outdoor Power Equipment
		- Brushless Self-propelled lawnmowers
		- Brushless push lawnmowers
		- Chainsaws
		- Edgers
		- Leaf blowers
		- Line trimmers
		- Snow blowers
		
		Accessories
		- Bars
		- Chains
		- Shear oil
		- Bar & Chain Oil (biodegradable)
		- Bevel Gear Grease
		- Backpack harness
		- Mower blades
		- Personal Protection Equipment

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	The Kress product offering is applicable to all lawn and landscaping needs listed. In fact, Kress has a special robotics attachment specifically for golf courses and sports fields.	*
78	Irrigation and aeration equipment, systems, parts, and installation	( ) Yes (•) No	Kress does not provide products to be used in irrigation or aeration systems.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Products such as blowers, mowers, trimmers and edgers are applicable for the beach and waterfront maintenance.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell RFP 112624 Pricing US & Canada.zip - Monday November 25, 2024 21:41:53
- Financial Strength and Stability - Sourcewell RFP 112624 Positec Traqline Data.pdf - Monday November 25, 2024 22:14:43
- Marketing Plan/Samples - Sourcewell RFP 112624 Marketing Supporting Documents.zip - Monday November 25, 2024 21:46:53
- WMBE/MBE/SBE or Related Certificates - Kress SB Dealers Sourcewell RFP 112624 Supporting Documents.pdf - Monday November 25, 2024 21:29:39
- Standard Transaction Document Samples - Sourcewell RFP 112426 Transaction Document Samples.zip - Monday November 25, 2024 21:55:45
- Requested Exceptions (optional)
- Upload Additional Document - Kress_Productivity_WhitePaper_R3r_022024.pdf - Monday November 25, 2024 22:16:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Johnson, Executive Vice President, Positec Commercial

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

○ **Yes** ◉ **No**

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

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

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

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AMENDMENT #1
TO
MASTER AGREEMENT #112624-POSC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Positec Commercial, Inc.** (Supplier).

Sourcewell awarded a Master Agreement (112624-POSC) to Supplier to provide Grounds Maintenance Equipment and Related Attachments (Agreement).

Supplier requests to update the Agreement.

NOW, THEREFORE, the parties amend the Agreement as follows:

1. Supplier's response to Proposal Line 63 of Table 6: Pricing, is deleted in its entirety and replaced with:

> The Kress pricing model is based on a product category discount structure. Under the Sourcewell contract, pricing shall be established as follows:
>
> 1. Products in the standard Kress product category shall be offered at a **ten percent (10%) discount off MSRP**.
>
> 2. Products in the category designated as "Products over $25,000USD/$35,000 CAD" shall be offered at a **five percent (5%) discount off MSRP**.
>
> This pricing structure is intended to provide transparent, consistent pricing to Sourcewell members and to ensure that all products purchased under the Sourcewell program are offered at competitive contract pricing.

2. Supplier's response to Proposal Line 64 of Table 6: Pricing, is deleted in its entirety and replaced with:

> Products purchased as part of the Sourcewell program will receive ten percent (10%) off MSRP and products in the "Products over $25,000USD/$35,000 CAD" category will receive five percent (5%) off MSRP.
>
> Accordingly, the proposed discount range under this contract is five percent (5%) to ten percent (10%) off MSRP, depending on product category.

3. Supplier's response to Proposal Line 65 of Table 6: Pricing, is deleted in its entirety and replaced with:

> The ten percent (10%) discount applied to all products **and** five percent (5%) discount for products in the "Products over $25,000USD/$35,000 CAD" category in the pricing model achieves the highest volume discount offered by Kress. This discount provides significant savings on our entire product line, ensuring that Sourcewell participants receive the best value on the advanced, eco-friendly landscaping equipment they need. Products released to the market after close of the RFP will be eligible for the same price discount.

Signature Page Follows

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Except as amended, the Agreement remains in full force and effect.

So Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 1/28/2026 | 4:06 PM CST

Pos DocuSigned by: David Johnson 4F596B8F7F69456...

By: _____

David Johnson
Executive Vice President

Date: 1/28/2026 | 7:42 PM PST