

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Scag Power Equipment**

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 Scag Power Equipment, 1000 Metalcraft Drive, Mayville, WI 53050 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

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

19) Grant of License.

a) During the term of this Agreement:

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

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

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

c) Use; Quality Control.

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

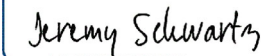
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

Scag Power Equipment

Signed by:



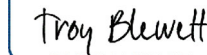
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Signed by:



B2C89A9C071447F...

By: _____

Troy Blewett

Title: Director Business and Dealer Development

Date: 2/5/2025 | 7:49 PM CST

Date: 2/5/2025 | 2:55 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: Scag Power Equipment
Address: 1000 Metalcraft Dr
Mayville, Wisconsin 53050
Contact: Troy Blewett
Email: tblewett@scag.com
Phone: 920-644-8181
Fax: 920-644-8100
HST#:

Submission Details

Created On: Monday November 25, 2024 08:00:16
Submitted On: Tuesday November 26, 2024 12:27:34
Submitted By: Troy Blewett
Email: tblewett@scag.com
Transaction #: 093a7b83-6599-4229-88cd-74099bfb4b82
Submitter's IP Address: 71.13.128.34

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.	Metalcraft of Mayville, 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).	d.b.a. Scag Power Equipment	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DH3RTW2Q5V36	*
5	Provide your NAICS code applicable to Solutions proposed.	3331 (333111, 333112)	
6	Proposer Physical Address:	1000 Metalcraft Drive, Mayville, WI, 53050, USA	*
7	Proposer website address (or addresses):	www.scag.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):	Troy Blewett Director, Business and Dealer Development 1000 Metalcraft Drive, Mayville, WI, 53050 tblewett@scag.com 920-644-8181	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Troy Blewett Director, Business and Dealer Development 1000 Metalcraft Drive, Mayville, WI, 53050 tblewett@scag.com 920-644-8181	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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.	Scag Power Equipment, a division of Metalcraft of Mayville, was founded in 1983. Since then, it has grown into one of the leading manufacturers of commercial mowing and turf & debris management equipment in the outdoor power equipment industry. Scag's core values and business philosophy is deeply rooted in the corporate objectives of its parent company Metalcraft of Mayville: God--Conduct our day-to-day business so as to honor and glorify our Lord Jesus Christ. Customers--Work continuously to provide excellent service at a fair price while striving to be the best at whatever we do. Employees--Provide an environment in which each individual can maximize their unique talents. Stockholder--Profitably grow the business in a manner that's consistent with our corporate objectives. Our workforce has a wide array of specialized skills that span multiple disciplines. Of the many factors that fuel our success, the one that best relates to our success in the outdoor power equipment business is our parent company's expertise as a metal fabricator. While other companies outsource most of the necessary steel components required to build their machines, this expertise combined with Scag's cutting edge designs set us apart, particularly when it comes to controlling costs and assuring quality. With more than 1000 employees and 1 million square feet of manufacturing space (all located in Wisconsin), Scag also provides world-class laser cutting, robotic welding and automation, powder paint lines in a dust free environment, and state-of-the-art assembly. Additionally, Scag's sales, marketing, engineering, technical support and R&D are all housed under one roof in Mayville, Wisconsin. Scag tests all of its products both in R&D, as well as under "real world" conditions, to assure quality and longevity its customers can count on. In fact, Scag is the only outdoor power equipment manufacturer to be AS9100 Certified: AS9100 is the most recent standard for organizations that design, develop or provide aviation, space and defense products and services, including parts, components and assemblies. No, Scag is not planning on building flight-critical components. We did, however, see AS9100 as the most stringent quality certification available and want all of our plants to measure up to this standard of quality.	*
12	What are your company's expectations in the event of an award?	Scag would expect to grow its cooperative contract business in proportion to the growth of Sourcewell and its members. We would expect to broaden our brand awareness, interest and preference among participating Sourcewell members while encouraging qualified non-cooperative entities to sign up. Scag understands the influence of having a quality partner like Sourcewell and believe associating with Sourcewell will increase our credibility and brand awareness among its customers.	*
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.	See attached credit references in Step 2. Additional information, if necessary, is available upon request.	*
14	What is your US market share for the Solutions that you are proposing?	The Outdoor Power Equipment Institute collects shipment data among the various manufacturers and provides market share estimates on a regular basis. Based on OPEI reporting the past three years, Scag consistently ranks as having 12% to 14% market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	No Canadian market share data currently exists. Scag does, however, have a Canadian distributor based in Ontario. It's provincial Scag sales grew 30% in 2024.	*
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.	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment has never petitioned for bankruptcy protection.	*

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?	Option B. Scag Power Equipment is the manufacturer of all Scag branded mowing and turf & debris management products. Scag products are sold via two-step distribution both domestically and internationally. Scags internal team works closely with these distributors (7 in the U.S./1 in Canada) to provide annual pricing & programs, sales strategies & promotions, and sales & service training and support, including warranty. The distributors, in turn, assign territory managers to provide sales and service support to independent outdoor power equipment dealers. It is the TM's responsibility to develop and maintain the network of authorized servicing dealers. The dealer is the final link in the retail chain, proving sales, service and parts support to the consumer. The Scag network of authorized servicing dealers in the U.S. is 1200 strong. In addition to sales personnel, all Scag dealers are required to have a technical service department that provides standard repairs, warranty service, preventive maintenance and parts availability. In addition to being certified to service Scag products, the dealers are also required to be authorized to work on the engines that power them. The Scag distributor, in addition to its sales staff, offers technical support through a technical service department and field service experts all trained by the Scag technical support team. So, there are three legs to the customer service stool: the Scag corporate technical support team, the distributor technical support team and the authorized dealer. The Scag corporate team and the TMs of our Scag Southwest distributor are Scag employees; territory sales and service personnel are employees of the distributor; dealers are independent businesses supported by Scag and its distributors.	*
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.	The Clean Air Act requires that all engines and vehicles be covered by a certificate of conformity before they can enter into commerce. Scag holds these certificates for all the engines used in its finished products.	*
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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Metalcraft of Mayville, Inc., d.b.a. Scag Power Equipment has not been suspended or debarred from doing business with the government within or beyond the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	* 2020 and 2023 NAEDA Dealer's Choice Award (North American Equipment Dealers Association) *2021, 2022 and 2024 NAEDA Gold Award *2024 Editor's Choice Award given to Scag V-Ride XL by "Green Industry Pros" magazine *Twenty for 2024 Award given to Scag V-Ride XL by "OPE+" magazine.	*
21	What percentage of your sales are to the governmental sector in the past three years?	We do not track these sales as individual categories (i.e., federal government, state government, municipal, educational, etc.). Based on our sales to group purchasing organizations and sales made under our corporate bid program (sales to tax exempt entities), we would estimate our sales at 6% to 8% over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not track these sales as individual categories (i.e., federal government, state government, municipal, educational, etc.). Based on our sales to group purchasing organizations and sales made under our corporate bid program (sales to tax exempt entities), we would estimate our sales at 4% to 6% over the past three years.	*
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?	Sourcwell Average annual sales volume is \$3.42 million (22-24, excludes Q4 2024)	*
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?	GSA Contract #47QSHA22D002A. Average annual sales volume the last three years is \$123,000.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Historic St. Mary's City	Damion Hall	240-577-5381	*
CT Airport Authority	Dennis Palmer	860-627-3024	*
College of Staten Island	Benjamin Rosenson	718-982-2450	*

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.	Scag Power Equipment employs a factory Director of Business and Dealer Development who works with the sales teams at each individual distributor. Each of our 7 US distributors/1 Canadian distributor employ their own Territory sales managers who work directly with our 1200 authorized dealers. These territory managers work with the sales, service and marketing personnel within their respective dealerships. All dealership sales personnel are required to complete online Scag "Dealer University" training on all Scag products and services. Dealers must complete Bronze and Silver level training to maintain their dealership status. Gold training is required for any dealer who wants to be a Scag Pro Gold dealer. This is in-person training. In all, there are well over 2,000 factory, distributor and dealer sales people in the field. The vast majority are at the dealer level and 3rd party employed, and they are the customers main point of contact at retail.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Scag Power Equipment offers its products for retail using the two step distribution method. All retail activity is done exclusively through our network of 1200 of the industry's "best in class" sales and servicing dealerships. These dealers receive products and parts from our strategically located distributors, which assure a local source of equipment and service support for all end user customers.	*
28	Service force.	Scag Power Equipment employs a full-time factory technical service/support team of three: Manager of Technical Support and two Technical Support Specialists. This in-house team works directly with distributors in the U.S. and Canada to provide technical service support for all Scag products. Our distributors, collectively, supply more than 30 associated people in their technical service, warranty and parts departments. Each one of our factory authorized dealers, as a condition of supporting our brand, must employ qualified technicians. These technicians are required to further their training and demonstrate their technical ability through our training platform: Scag University. Scag University offers both online and in-person courses. Like their sales counterparts, Bronze and Silver training are required to maintain a dealer's authorized status. Gold Service Training is required to be classified as a Pro Gold dealer. Each dealer must employ at least one technician and most employ more than one. The total number of front-line full-time technicians available to support Scag Power Equipment at any given time is approximately 1800.	*
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 proposer develops an annual distributor program, providing pricing, retail financing programs, bid and fleet programs, and other special order opportunities. This program is given to distributors who create dealer programs in their territories. These distributors, through their TMs, conduct annual booking meetings with dealers each fall. Orders are broken down into shipping periods and go into a rolling 12 month production calendar, assuring dealers have product throughout the year. TMs continue to take supplemental orders throughout the year. Because the 12 month calendar is only firm for the upcoming 4 months, distributors can add and adjust orders as necessary throughout the year.	*

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.	Scag Power Equipment has several processes and procedures to assure customer service at a high level throughout the chain of distribution. Our goal of having our retail dealers being completely satisfied with our product is second only to that of our end user customer. The Scag name has endured the test of time. One of the ways we measure or success has been the ability take care of our customers...tax paying or tax exempt. We see many inquiries coming through our website using our "build a mower" tool. The response to these inquiries can be measured in hours, not days. We fully support and uphold all of the warranty, service policies and guidelines described within our published literature. Because we focus on outdoor power equipment and are the single source for its design, manufacture and delivery, we can react quickly to the service needs of our customers. One of the ways we provide this level of customer service is through the ongoing training of our corporate team, distributor employees and dealer sales & service reps using the previously mentioned Scag University. Scag University is a blend of internet and hands on training modules that focus on product features, applications, safety, service, etc. This training is required for all Scag employees and distributor sales and service teams. In addition, all Scag dealers, in order to maintain their authorized status, are required to have separate people from sales and service complete the training and pass the tests. Started in 2014, Scag University has certified nearly 4,500 sales and service representatives. Between sales and service there are nearly 300 classes to complete across the Bronze, Silver and Gold levels. Gold level training classes are held in person and offered to small groups no larger than 20 per class. Scag and its distributors also work with dealers interested in achieving special recognition through the "Pro Gold" certification. This special program offers qualifying dealers special recognition, by certifying that the dealership and its employees consistently deliver the highest level of service, sales and parts support in the OPE industry. Approximately 20% of all Scag dealers qualify as Pro Gold. Finally, while some manufacturers offer part look up and service assistance through a third party subscription, Scag offers--at no charge--Scag Tech...a 24/7 information platform that is updated in real time by the factory service team. Scag Tech assures that dealers are notified of any critical information or updates in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	If re-awarded a contract, Scag's ability to provide products and services to any Sourcewell participating entity is already in place. Scag will service this contract using its vast network of authorized dealers. In the event that a certain product or part isn't available at a particular dealer, Scag will work with its distributors and/or other local dealers to transfer product when and where it is needed.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Scag's ability to provide products and services to any Sourcewell participating entity is not limited to the United States. Through its distributor in Canada, Scag has a network of authorized dealers ready to help customer in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Scag is prepared to service all areas in the 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.	There are no Sourcewell participating entity sectors Scag cannot service. The selection and placement of Scag dealers across the U.S. is strategic in nature, with total U.S. coverage in mind. However, Scag does not have a dealership on every corner. Care is taken in any given market to partner with the strongest dealerships in a pattern that does not "stack" dealer on top of each other. This philosophy helps our dealers grow stronger and promotes healthy competition. It also gives our customers a reasonable array of dealer choices. There are a few regions of the U.S. including, but not limited to, the U.S. Territories, Puerto Rico, Guam, Virgin Islands (U.S.) and the Commonwealth of the Northern Mariana Islands that may be more challenging for supply and service. We have limited presence in these areas. We shall make every effort to fulfill any contract request as economically as possible. Due to the remote nature of some of these regions, additional charges may be necessary and shall be addressed with the buyer(s) on a case by case basis. In addition, our existing contracts do not have restrictions on promoting other contracts priced similarly.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping costs to Hawaii, Alaska and U.S. Territories will be the responsibility of the buying member. Local delivery will remain free within 25 miles of the local Scag dealership handling the transaction. Delivery in excess of 25 miles from the dealer handling the transaction may be subject to additional delivery charges and shall be quoted on a case by case basis. The Sourcewell administration fee shall not be paid on shipping or delivery.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No. Scag has a separate bid program allowing the local dealer to participate in "one off" bid requests.	*

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.	Scag distributors and their dealers will be notified via email immediately upon re-awarding of the contract and update information about the cooperative on www.scag.com . Scag and its distributors currently include details of the Sourcewell opportunity in all program materials. Scag has also included a training session in Scag University detailing the benefits of the Sourcewell opportunity, including instructions on how to use the contract with qualifying entities. As always, Scag distributor sales representatives (TMs) participate in presenting and demonstrating equipment to Sourcewell members and potential members, letting them know the details of the program.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The various social media platforms that we participate in are predominately used as a medium for the Scag customer or potential customer to ask questions, interact with each other, and share their passion for the Scag brand. We post a blend of Scag generated content and distributor/dealer generated content. We often hear that our social media platforms are used in sales pitches by dealers/distributors to not only showcase our products, but to demonstrate the value they provide the current or perspective new user. Our factory availability is enhanced through a "Contact Us" form on www.scag.com , which is closely monitored. Inquiries are responded to as they occur with appropriate actions to assure quick response and customer satisfaction.	*
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?	It is our position that Sourcewell's role in promoting contracts arising out of this RFP is largely rooted in their position as being the only cooperative that is a government unit and public agency. This in our opinion lends additional process understanding and credibility within the qualifying entity group. This is easily demonstrated by a larger number of participating entities compared to other established cooperative buying groups. Larger numbers of participating entities mean greater sales opportunities and more notoriety in the cooperative space. It also puts the Sourcewell brand at the top of the list when it comes to purchasing entities requesting specific brands on specific contracts. We feel that a significant component to Sourcewell's role should continue to be its social platform participation and the timely availability of digital up-to-date information on existing and new contracts on their website. We will continue to integrate a Sourcewell awarded contract into our sales process by notifying and educating our distributors and dealer sales force on how to use the contract. By understanding how the Sourcewell contract works, our sales people will make sure that qualifying entities clearly understand the availability, easy of use and cost savings of the Sourcewell opportunity.	*
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 currently offer an e-procurement ordering 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.	For interested Sourcewell entities, training such as proper operation, applicable service and safety training are always available. Standard training, conducted at delivery or when the equipment is picked up is freely offered and an important part of the sales process. This necessary training consists of, but is not limited to, the proper safe operation of the machine(s) being purchased. The training is consistent with material published in the owner's manual and safety video (located on www.scag.com and accessed via post card QR code provided with the machine.) Required point of sale training does not replace the need to read the owner's manual and watch the safety DVD, but rather highlights key aspects of safe operation. Additional "like" safety and varying levels of service training can be conducted and customized to meet the needs of the requesting entity and, where possible, at the entity's facility. The customized training offered, in most cases would need a 30-day lead time to assemble and schedule. Although Scag prefers to have these trainings well attended, smaller group or individual or individual training can be accommodated on a case by case basis. There will be no charge for training Sourcewell member entities that have purchased Scag Power Equipment on this contract. Training may be conducted by Scag, its distributors and/or its dealer.	*

42	Describe any technological advances that your proposed Solutions offer.	Scag makes every attempt to incorporate the most modern industry-wide technology into our equipment while continuing to advance technologically in both the engineering and manufacturing of our products. As a division of a custom metal fabrication company, Scag is essentially the designer, fabricator, assembler, tester, painter, packager, shipper and marketer of all Scag whole goods. Many of our products tout engines from top manufacturers with the most modern fuel injection technology. Advanced (EVAP), Evaporative Emission Control Systems are also used to control harmful gasoline vapors. The fuel vapor, normally vented from the fuel tank directly into the atmosphere is, is now directed back into the engine with EVAP technology. Scag uses its own patented technology on certain systems such as its Custom Cut Baffle used on its Velocity Plus mower decks or the patented coil-over-shock suspension platform used on its Cheetah II zero turn. Further advances include an integrated operator information display called the Tiger Eye. The on-board Tiger Eye™ Advanced Monitoring System keeps constant watch of important system functions on your Scag® mower. Depending on the mower model and engine selection, a wide variety of systems are monitored in real-time, giving you valuable information in just a glance, right from the operator's seat. The Tiger Eye monitors of the following systems: Hour Meter, Volt Meter / Charging System, Engine Water Temperature (on liquid-cooled models), Engine Oil Pressure (on select models), Glow Plug Indicator (on diesel models), Air Filter Condition, Control Lever Circuit, PTO Circuit, Parking Brake Circuit, Seat Switch Circuit, Safety Interlock Module. Scag has also introduced an electric zero turn mower, and electric stand-on mower and a remote controlled hybrid slope mower. Prototyping in our 4700 square foot technology center is made easy with Pro-E/Creo CAD software, the ability to build our own tooling, and 3-D printing technology.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Scag uses a variety of "green" initiatives each and every day. Recycling bins for paper, plastic and aluminum are available in multiple locations throughout its facilities. Drinking fountains have been replaced with "next generation: water bottle refilling stations, enhancing sustainability by minimizing dependency on plastic bottles. All building upgrades include low-flow toilets and low voltage LED lighting for water and energy conservation. Motion control lighting is in place in our corridors and office areas to conserve energy. Scag and its parent company use 10 million pounds of steel per month--all of which contains varying amounts of recycled content. It is typical that multiple jobs in our plant run simultaneously on a single piece of steel. This strategy is called "nesting" and is one of many important techniques used to reduce scrap and minimize waste. Of the scrap steel we do generate, we strive to recover and send back 100% of it to our steel suppliers for recycling. The finish paint on our equipment is a seven stage powder coat system. It requires parts to pass through 7 sequential stages of preparation or cleaning before it can be powder coated and cured. Three of those 7 stages are water baths or rinsing. The local water supply is used for these stages and reclaimed and recycled cleaner than it came into the plant.	*
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.	Scag has not been issued eco-labels, ratings, or certifications for the equipment in this proposal. However, the engines that are used to power the Scag commercial family products are all EPA certified for conformity with the Clean Air Act. Compliance Certificates of Conformity have been attached in the Step 2 documents section. In addition, Scag currently offers propane and diesel configuration as an alternative fuel source.	*

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?	One unique attribute for our company is the fact that we are independently owned. The benefit to the customer is that our design decisions are not compromised by a large corporate office that also sells, sprinklers, vacuums and "widgets." We are not forced to build products that are just "good enough." The entire Scag team focuses all its resources on designing, manufacturing and assembling the finest commercial-grade mowers and turf & debris equipment money can buy. Every product starts as a piece of steel...then we punch, press, bend, cut, weld, paint, assemble, package and ship it from one of our plants to our distributors. Scag makes Scag mowers. No one makes them for us. And we don't make mowers for anyone else. In fact, we're one of the last mower manufacturers making its own components. Other companies are simply assemblers, bolting together parts that other companies have made for them. Ultimately, we control our own destiny and we are able to react quickly with new designs and product enhancements. Each mower is run at the end of the assembly line to assure that the following items are up to specification: engine RPM is set, all safety switches are checked, fluids are filled, systems are checked for leaks, and neutral and tracking adjustments are set using special dynamometers that apply load to the drive system. These steps add to the value of every Scag product to ensure the product is the best it can be when it leaves the factory. Scag offers Sourcewell contract purchasers the benefits of single source responsibility. Because we design, build, test and deliver the product, we know its right.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	All Scag walk-behind, stand-on and ride-on mowers and turf & debris management products offer operator presence controls. The moment the operator lets go of a handle, steps off the operator platform, or leaves the seat, the product stops. All Scag commercial zero turn mowers feature roll over protection systems (ROPS) and seat belts. In fact, Scag builds its own ROPS. All Scag mower decks have passed throw tests and meet all other ANSI standards. Stand on and ride on mowers are designed with wide stances and low centers of gravity for enhanced stability. A new, remote-controlled slope mower is being introduced in Q1 2025 which allows mowing of slopes up to 40 degrees like those on roadside embankments without risk to the operator.	
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.	All Scag products are ergonomically designed with operator comfort in mind. Control handles, deck lift pedals and levers, and parking brakes are all within easy reach of the operator seat and/or platform. Zero turn steering levers are adjustable based on the size of the operator. All stand-on and ride-on mowers feature iso-mounted suspension platforms and ride-ons feature suspension seats. The Cheetah II zero turn features an isolated suspension platform. Importantly, new product design and engineering includes ergonomic studies on how operators use the products. How far does someone have to reach for a lever, how do they use the controls, how do they grip a knob, is a seat easy to get in and out of, etc.	
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.	Scag offers a variety of engine option including low emissions, propane and diesel models. We offer a battery powered zero turn and a battery powered stand on model. A new, remote controlled slope mower is being introduced in Q1 2025 which features hybrid technology. It is powered by four electric motors recharged by a single cylinder gas engine.	
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The Scag branded product offered in this proposal is intended to be serviced at intervals described in the owner's manual provide with each machine. Maintenance points are easily identifiable and accessible for a hassle-free experience. Every authorized Scag Power Equipment dealer is required to provide standard and warranty service, plus technical support as a condition of maintaining that authorization. Parts availability is an integral part of the support offered by our dealers to their end-user customers. Our wholesale distributors are required to participate in parts stocking program driven by their historical performance. They, in turn, create and implement programs with our dealers to assist in maintaining a healthy parts inventory at the point of retail purchase.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Scag Power Equipment is not a Women or Minority Business Entity, Small Business Entity or Veteran Owned Business.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Scag is not a Minority Business Enterprise.	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	Scag is not a Women Business Enterprise.	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Scag is not a Disabled-Owned Business Enterprise.	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Scag is not a Veteran-Owned Business Enterprise.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Scag is not a Service-Disabled Veteran-Owned Business Enterprise.	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	Scag is not a Small Business Enterprise.	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Scag is not a Small Disadvantaged Business.	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Scag is not a Woman-Owned Small Business.	*

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.	Payments for all Sourcewell transactions are made directly to the authorized Scag dealer with whom the purchasing entity is making the transaction. Payment is due upon delivery of the equipment.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Our finance partners offer funding solutions in all 50 states. Leasing options may be available through Western Equipment Finance. Contact Joel Schuman at 866-806-8021.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All Sourcewell transactions are conducted between the purchasing entity and the authorized Scag dealer. The purchasing entity need only produce its Sourcewell membership number to receive the Scag Sourcewell price. The dealer will provide an invoice for payment with the Scag Sourcewell contract number and the purchasing entity's member number.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards can be accepted for payment by participating, authorized Scag dealers with advanced notification. These equipment transactions may be subject to a 3% surcharge when not prohibited by state law. Invoice payments for these purchases will be directly to the Scag dealer.	*

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.	Scag is proposing a 22% discount off of Scag's MSRP (list price) on all qualifying whole good and accessories for the 48 contiguous states. Canada, Alaska, Hawaii and any U.S. Territory will carry the same 22% discount plus freight and any other fees associated with international shipments. All pricing will be in U.S. dollars. Qualifying products will be defined by Scag Power Equipment and limited to products considered commercial in nature and listed on the attached price list (Step 2). Qualifying accessories must be purchased on the same transaction as the whole good that it is intended to be used with in order to qualify for the 22% discount.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing in this response represents a percentage discount of 22% off our U.S. MSRP (list price). For purchases in Hawaii, Alaska, Canada and U.S. Territories, shipping and any fees associated internationally will be the responsibility of the buying entity. Prices are listed in U.S. dollars. Final delivery of up to a 25-mile radius from the delivering dealer is free. Deliveries over 25-miles or considered "non standard" may be subject to additional feels.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We propose to offer an additional 1% on any single order from a single entity in excess of \$100,000 on invoice.	*
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.	Scag proposes that any of its over 1200 authorized, servicing U.S. and Canadian dealerships can be used or "sourced" for warranty, standard repairs or preventive maintenance. Labor rates are established by the dealer and are market driven. Non-warrantable service parts are not part of the proposed price structure in this offering. While competition exists in the marketplace, Scag offers a full listing of its dealers via the locator tool on its website (www.scag.com). This will assist the Sourcewell contract purchaser in obtaining multiple quotes to source parts prices and labor rates. Scag does not endorse or facilitate the sourcing of any aftermarket or non-standard products or parts for use in its equipment.	*
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.	Cost elements to be considered that may impact the total cost of the acquisition may include, but are not limited to, items such as equipment set up, accessory installation labor, administrative fees on P-Card usage or finance programs. Equipment accessories ordered with a base unit, such as a grass mulch kit or grass bagging collection system required detailed installation and are best handled by a qualified Scag service technician. Labor to install these items can be quoted by the installing dealer at the dealer's hourly rate, and added to the purchaser's invoice. P-Card usage, as mentioned in Line 62, may include a 3% administrative fee. Available financing programs may have administrative or processing feels. These items are not included in the 22% whole goods and accessory discount provided by Scag.	*
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.	In the event that items cannot be picked up by the buying entity, delivery can be arranged without charge within a 25-mile radius of the dealer filling the order. Charges for delivering newly purchased Scag equipment beyond a 25-mile radius or "non-standard" deliveries will be subject to the current rate established by the dealer and be quoted in U.S. dollars in advance of the purchase. For buyers in Alaska, Hawaii, Canada or U.S. Territories, shipping costs, international tariffs and/or customs fees are the responsibility of the buying entity.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and associated shipping costs to Alaska, Hawaii, or U.S. Territories are the sole responsibility of the buying entity. Scag Power Equipment has authorized sales and servicing dealers located in Alaska and Hawaii. Purchasers are encouraged to pick their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment at no charge within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges are at the discretion of the dealer making the delivery. Freight and associated shipping costs to Canada are the sole responsibility of the buying entity. Scag Power Equipment has authorized sales and servicing dealers located in Canada. Purchasers are encouraged to pick their equipment at no additional charge from the dealer filling the order. When delivery is requested, the dealer will deliver the equipment at no charge within a 25-mile radius of their location. For deliveries beyond 25-miles, or deliveries that may be considered "non-standard", delivery charges are at the discretion of the dealer making the delivery.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Scag has more than 70 products, most of which are readily available at dealers or their distributor suppliers. In the unlikely event a product cannot be located at a dealer, their distributor or the factory, Scag will contact neighboring distributors in an effort to satisfy the retail sale. This process is currently in place for existing customers and Scag will extend it to Sourcewell members as well.	*
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.	Scag provides all dealers and distributors with a complete Sourcewell price list to be used with any customer who requests Sourcewell pricing and who shares their membership number. Scag promotes this relationship with its distributors and dealers and they consider it a great benefit to their businesses. Additionally, any dealer who manages a purchase through Sourcewell qualifies for a rebate from the distributor and must submit a copy of the invoice with their rebate claim form. The distributor double checks that the correct pricing was used prior to funding the rebate. These rebates are reported to Scag on a quarterly basis, with a full listing of each transaction in order that Scag can pay Sourcewell its administrative fee. The reports are again audited to confirm correct pricing was used. Additionally, the Director of Dealer Development is listed as a key contact in the Scag dealer programs should anyone have any pricing/quoting questions.	*
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.	Internal metrics will be two fold: First, YOY Sourcewell sales by distributor will be tracked. Second, Sourcewell sales will be tracked by Scag model type.	*
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.	Scag Power Equipment proposes to pay a 2% administrative fee on any qualifying sales under this contract. Scag interprets a qualifying sale as any whole good or accompanying accessory offered on our price list at the price offered. Associated fees such as shipping, delivery, or setup, repair or installation labor, or P-Card charges will not be eligible for the administrative fee.	*

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.	Scag is offering an extra 1% discount on single orders over \$100,000. This opportunity, plus the 2% administrative fee, makes the Sourcewell price better than what Scag offers similar entities.	*

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

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	To include lawn mowers, spreader sprayer, blowers, truck loaders and their related attachments and accessories including mulching and bagging accessories.	*
78	Irrigation and aeration equipment, systems, parts, and installation	☐ Yes ☒ No	We do not manufacture, maintain or install irrigation systems.	*
79	Beach and waterfront maintenance equipment and accessories	☐ Yes ☒ No	We do not manufacture specific beach or waterfront maintenance equipment.	*

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](#) - SourcewellV2Pricing.pdf - Tuesday November 26, 2024 11:30:03
- [Financial Strength and Stability](#) - Credit Reference 202404 Rev 10.pdf - Tuesday November 26, 2024 11:30:15
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - 2024EngineCertifications.zip - Tuesday November 26, 2024 11:33:06
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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. - Troy Blewett, Director, Business and Dealer Development, METALCRAFT OF MAYVILLE INC

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

**AMENDMENT #1
TO
CONTRACT # 112624-SCG**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Scag Power Equipment** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective February 5, 2025, through January 31, 2029 (Contract).

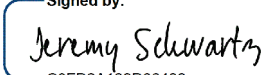
The parties wish to amend the contract to update Suppliers pricing strategy.

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

Line items 63, 64, and 67 of "Table 6: Pricing" of the Proposal are modified to remove all references to "22% discount," and replacing them with "12.5% - 22% discount."

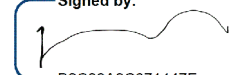
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 4/16/2025 | 5:39 PM CDT

Scag Power Equipment

Signed by:

By: B2C89A9C071447F...
Troy Blewett, Director of Business & Dealer Development

Date: 4/16/2025 | 4:30 PM CDT