#### **BID SUBMITTAL FORM**



**BUSINESS NAME AND ADDRESS INFORMATION:** 

#### SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

BID/PROJECT NUMBER: 22-6640

**Request for Proposal** 

Tractors, Mowers, and Other Equipment, Parts, and Services
Cobb County Purchasing Department

DELIVERY DEADLINE: MARCH 10, 2022 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: March 10, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number <u>22-6640</u>; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

### CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) ye	ears.
EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Contractor Name]	Textron Specialized Vehicles Inc. Contractor Business Name
Maryellen William S Printed Name	March 7, 2022
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF MUYCH , 2022	* SHA

Effective 09-20-2013

Notary Public Commission Expires: 3 - 26 - 2026

#### Exhibit C

## Cobb County Government Disadvantaged Business Enterprise Participation Monthly Report

Contractor/Vendor: Please <u>keep this blank report</u> to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Name of Prime Contractor/Vendor

Month Invoiced:

From/To:

Submitted by:

Cobb County Project Name:	Project Name: Bid or P.O. Number:		r:
Cobb County Department or Agency receiving service or product:			
Description of Purchased Service/Pro	oduct:		
Full Contracted Amount: \$	Payment amo	ount requested at this t	ime: \$
<ol> <li>Are YOU, the Prime Co</li> <li>Are YOUR subcontract</li> </ol>			
Please provide informat	ion below for each	participating DBE su	bcontractor(s).
DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
Submitted by: Maryellen Printed Nam	Williams	Signature of A	uthorized Representative
Title or position: Contract			
Date Completed: March	7. 2022		
Date Completed: March  # This Will	be provid	Aed upon	contract awar

# IMMIGRATION COMPLIANCE CERTIFICATION (Required to be completed by Contractors and all Subcontractors) (EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:
Jacobsen branded mowers
(Project Name/Description)
Nell Perez Maryellen Williams
Josh Haggas Britmey BOUZ
Laura Panks
<ul> <li>I further certify to Cobb County, Georgia the following:         <ul> <li>The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;</li> <li>We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.</li> <li>If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.</li> <li>I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.</li> <li>To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.</li> <li>If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.</li> </ul> </li> </ul>
To the best of my knowledge and belief, the above certification is true, accurate and complete.
Sworn to by: Employer Name & Address:
Signature of Officer Textron Specialized Vehicles Inc
Maryellen Williams, Contrads Administrator 1451 Marvin Griffi Rd. Printed Name/Title
March 7, 2027  Date  Augusta, GA 30986
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE 7 DAY OF Warch, 2022  Notary Public  On This The 7 Day of Warch, 2022
ON THIS THE 7 DAY OF Warch, 2022  Notary Public  Commission Expires: 3-26-2026
Effective 09-20-2013



#### **REQUEST FOR PROPOSAL**

Sealed Bid # 22-6640

Tractors, Mowers, and Other Equipment, Parts, and Services
Cobb County Purchasing Department

Bid Opening Date: March 10, 2022

Pre-Proposal Meeting via WebEx: February 14, 2022 @ 10:00 A.M

Join from meeting link

https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m4aa95048fdb71434cfed67b340fd959b

Meeting number (access code): 2300 505 3810

Meeting password: tmDEqT4Ei39

Join by phone

+1-415-655-0003 US Toll

Proposals Are Received in the Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm 122 Waddell Street NE Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES AND TEN (10) FLASH DRIVES OF BID

(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: TEXTON SPECIFIED IN BID SPECIFICATIONS)

ADDRESS: 451 MARVIN GNITTON FOOD

AUGUSTA GA 30900

REPRESENTATIVE: 111 PERCE

PHONE: 704-014-2091 FAX: NA

E-MAIL NORTH GREAT COMMENTATION COMMENTATI

**NOTE**: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

# provided upon award by current distributors at time of award Follow Up action subcontractor affidavit & agreement before they can utility contract.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program Number	EEV Program Date of Authorization
BY: Authorized Officer or Agent [Subcontractor Name]	Subcontractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF,	202_
Notary Public Commission Expires:	

Effective 09-20-2013

# COBB COUNTY Purchasing Department

Roger Ball Purchasing Director

122 Waddell Street NF. Marietta, Georgia 30060 (770) 528-8400+ fax; (770) 528-8428 purchasing@cobbcounty.org

#### ADDENDUM No. 1

Sealed Bid # 22-6640
Request for Proposal
Tractors, Mowers, and Other Equipment, Parts, and Services
Cobb County Purchasing Department

Date: February 21, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via WebEx on February 14,
   2022
- Sign-In Sheet from Pre-Proposal meeting
- Separate Attachment Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Tectron Socialized Vehicles Lic. March 7, 2022

Company Name Date

Many Martellen Williams

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

#### ADDENDUM No. 1

# Sealed Bid #22-6640 Request for Proposals Tractors, Mowers, and Other Equipment, Parts and Services Cobb County Purchasing Department

Date: February 21, 2022

#### A. Pre-Proposal Meeting – February 14, 2022 @ 10:00 via WebEx

#### 1. Proposal Submission Procedures

- Proposals are due March 10, 2022 before 12:00 PM, noon at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060. Please note the new address for Purchasing. The building is located on the northern end of Waddell Street. Enter 121 Haynes Street, Marietta, GA in GPS to locate the back of the Purchasing Building.
- Late proposals will not be accepted.
- Proposals will be opened at 2:00 PM on the same day at the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.
- A bid bond is not required.
- A Georgia Security & Immigration Act Affidavit (Exhibit A) must be included with the bid. It must be signed and notarized; it must include the E-Verify number to be deemed completed; if it is not included the bid will be deemed non-responsive.
- Mark all packages with the company name and bid number. Use the label in the bid package.
- If addenda are issued, receipt of each addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. The acknowledgement form issued with each addendum must be signed, dated, and included with your submitted proposal. Failure to acknowledge addenda may result in the bid being deemed nonresponsive. Addenda can be located at proposal and the proposal
- One (1) original, two (2) copies, and ten (10) flash drives of the proposal must be submitted. Mark the box with the original copy with number 1.
- All questions must be submitted to Cobb County Purchasing Department by March 1, 2022 at 5:00pm. Questions may be faxed to (770) 528 -8428 or emailed to produce the bid number and bid title on all questions.

#### 2. General Notes Presented During the Meeting:

- The intent of this RFP is to provide Participating Public Agencies with a full range of solutions to meet their field care, landscaping, and grounds-keeping needs.
- Cobb County, GA has partnered with OMNIA Partners, Public Sector to award a
  contract from this solicitation and make it available to other public agencies
  nationally, including state and local governmental entities, public and private
  primary, secondary and higher education entities, non-profit entities and agencies
  for the public benefit.
- The proposer shall have demonstrated experience in providing the following products:
  - i. Tractors including but not limited to heavy duty, standard utility, compact and sub-compact products.
  - ii. Mowers including but not limited to walk behind self-propelled, zero turn and riding mowing equipment.
  - iii. Other Equipment including but not limited to cutters, finishing mowers, edgers, chainsaws, pruners, trimmers, and blowers.
  - iv. Parts Original Equipment Manufacturer (OEM) and non-OEM repair and maintenance parts.
  - v. Related Parts and Services any related products as well as services, including repair or other services.

#### 3. Questions Asked During Pre-Proposal Meeting:

**Question:** Does this RFP cover equipment such as boom mowers, remote controlled mowers, self-propelled hydrostatic machines and chippers? Answer: Yes.

**Question:** Can the Purchase Orders be made out to authorized dealers or do they need to be made out to the company that submits a proposal response?

Answer: We will be contracting with the bidder, not with authorized dealers. In other contracts we have worked it out as an addendum to accommodate this request; however, this will be handled on a case-by-case basis. If it is required that payment go to authorized dealers, please make note of this in your response.

**Question:** Can you provide some guidance on if freight or delivery charges can be added as a separate line item?

<u>Answer:</u> Include any information regarding delivery charges or freight that you need to in your proposal response.

**Question:** Section XIV Delivery Failures – what if the company has exceptions to some language in this section?

<u>Answer:</u> Include any exception to a Cobb County requirement or an OMNIA requirement in your proposal response.

**Question:** In lieu of financial documents, can a ratio spreadsheet be provided?

<u>Answer:</u> See attached Financial Evaluation Ratio Spreadsheet. The County still prefers to receive the financial statements if possible (an income statement and balance sheet). All financial statements can be marked as 'confidential' or 'proprietary', and this information would not be shared with anyone other than our Finance department.

**Question:** What if there is a need to increase the price during the fixed price period, would this be allowed?

#### Answer:

Include any exception to a Cobb County requirement or an OMNIA requirement in your proposal response.

<u>Question:</u> If we want to discuss something further, what is easier to review – a separate attachment or within the bid document itself?

Answer: As long as you are able to document any exceptions in a clear response, the County does not have a preference.

**Question:** Will having exceptions to the Terms and Conditions cause our response to be rejected?

<u>Answer:</u> Exceptions will not automatically eliminate your response. Cobb County and OMNIA will review the exceptions individually and make recommendations on a case-by-case basis.

**<u>Ouestion:</u>** Will the information from this call be provided in an addendum? <u>Answer:</u> Yes.

#### PRE-PROPOSAL CONFERENCE

#### Sealed Bid # 22-6640

#### Request for Proposal - Tractors, Mowers, and Other Equipment, Parts, and Services February 14, 2022

REPRESENTATIVE NAME	COMPANY NAME & COMPLETE ADDRESS	PHONE (INCLUDE AREA CODE)	E-MAIL ADDRESS
Brittney Booz	Textron	706-755-5553	
Justin Eicher	Grasshopper	620-345-8621	
Stephanie Brice	Cobb County Purchasing	770-528-8400	
Lisa Rodriguez	Cobb County Purchasing	770-528-8400	
Jessica Goforth	Omnia Partners	210-729-0281	
Jill Sandidge	Energreen America		
Allen C. Lane	Construction Sales and Service, Inc.	850-683-9186	
Neil Perez	Textron Specialized Vehicles	704-614-2691	

<sup>\*</sup>Please note that contact information provided to a government agency may be subject to public release as required by Georgia's open records law.

\*\*PLEASE PRINT LEGIBLY\*\*\*

# COBB COUNTY Purchasing Department

Roger Ball Purchasing Director

122 Waddell Street NE Marietta, Georgia 30060 (770) 528-8400• fax: (770) 528-8428 purchasing@cobbcounty.org

#### ADDENDUM No. 2

Sealed Bid # 22-6640
Request for Proposal
Tractors, Mowers, and Other Equipment, Parts, and Services
Cobb County Purchasing Department

Date: March 4, 2022

Page 1 of 2

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

<ul> <li>Questions Submitted in Writing</li> </ul>	

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Textron Specialized Vehicle Tree	March T. HAZ
Company Name	Date
OKana M. Ashi Lains	Hanyellan Williams
Signature	Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

#### ADDENDUM No. 2

# Sealed Bid #22-6640 Request for Proposals Tractors, Mowers, and Other Equipment, Parts and Services Cobb County Purchasing Department

Date: March 4, 2022

#### 1. Questions Submitted in Writing

**Question:** Does Exhibit A-1 Subcontractor Affidavit & Agreement have to be signed and returned with a response if no subcontractors will be used for this contract?

<u>Answer:</u> Exhibit A-1 must be submitted prior to contract award but does not need to be submitted at all if no subcontractors will be used.

**Question:** Does Exhibit A-2 Immigration Compliance Certification have to be signed and returned with a response if not applicable?

Answer: Exhibit A-2 must be submitted prior to contract award.

**Question:** Does Exhibit B Administration Agreement have to be signed and returned with a response?

<u>Answer:</u> No; however, the terms and conditions should be reviewed by the Offeror and any exceptions should be submitted with the response. The Administration Agreement must be signed before a contract award is finalized.

**Question:** Does Exhibit F Federal Funds Certifications have to be signed and returned with a response?

Answer: No, it may be submitted at a later date.

**Question:** Does the FEMA Special Conditions form have to be signed and returned with a response?

Answer: No, it may be submitted at a later date.

**Question:** Can the Financial Ration Evaluation Template be submitted via email or does it have to be submitted with the rest of the response?

Answer: It must be submitted with the proposal response.

# **TEXTRON**













2020 ANNUAL REPORT

#### **TEXTRON'S DIVERSE PRODUCT PORTFOLIO**

Textron is known around the world for its powerful brands of aircraft, defense and industrial products that provide customers with groundbreaking technologies, innovative solutions and first-class service.

#### **TEXTRON AVIATION**



#### **INDUSTRIAL**

#### **TEXTRON SYSTEMS**









































































#### TEXTRON'S GLOBAL NETWORK OF BUSINESSES

## **TEXTRON AVIATION**



Textron Aviation is home to the Beechcraft®, Cessna® and Hawker® aircraft brands and continues to be a leader in general aviation through two principal lines of business: aircraft and aftermarket. Aircraft includes sales of business jet, turboprop and piston aircraft, as well as special mission and military aircraft. Aftermarket includes commercial parts sales, maintenance, inspection and repair services.

#### **BELL**



Bell is a leading supplier of helicopters and related spare parts and services. Bell is the pioneer of the revolutionary tiltrotor aircraft. Globally recognized for world-class customer service, innovation and superior quality, Bell's global workforce serves customers flying Bell aircraft in more than 130 countries.

#### **INDUSTRIAL**



Our Industrial segment offers two main product lines: fuel systems and functional components produced by Kautex; and specialized vehicles such as golf cars, recreational and utility vehicles, aviation ground support equipment and professional mowers, manufactured by Textron Specialized Vehicles businesses.

## TEXTRON SYSTEMS



Textron Systems' businesses provide innovative solutions to the defense, aerospace and general aviation markets. Product lines include unmanned systems, advanced marine craft, armored vehicles, intelligent software solutions, piston engines, simulation, training and other defense and aviation mission support products and services.

#### **FINANCE**



Our Finance segment, operated by Textron Financial Corporation (TFC), is a commercial finance business that provides financing solutions for purchasers of Textron products, primarily Textron Aviation aircraft and Bell helicopters. For more than five decades, TFC has played a key role for Textron customers around the globe.

#### SELECTED YEAR-OVER-YEAR FINANCIAL DATA

(Dollars in Millions, Except Per Share Amounts)	2020	2019
Total Revenues	\$11,651	\$13,630
Total Segment Profit	751	1,270
Net Income—GAAP	309	815
Adjusted Net Income — Non-GAAP <sup>1</sup>	475	870
Per Share of Common Stock		
Common Stock Price at Year-End	\$ 48.33	\$ 44.74
Diluted Net Income—GAAP	1.35	3.50
Adjusted Diluted Net Income — Non-GAAP <sup>1</sup>	2.07	3.74
COMMON SHARES OUTSTANDING (In Thousands)		
Diluted Average	228,979	232,709
Year-End	226,444	227,956
FINANCIAL POSITION		
Total Assets	\$15,443	\$15,018
Manufacturing Group Debt	3,707	3,124
Finance Group Debt	662	686
Shareholders' Equity	5,845	5,518
Manufacturing Group Debt-to-Capital (Net of Cash)	21%	26%
Manufacturing Group Debt-to-Capital	39%	36%
KEY PERFORMANCE METRICS		
Net Cash Provided by Operating Activities of Continuing Operations		
for Manufacturing Group—GAAP	\$ 833	\$ 960
Manufacturing Cash Flow Before Pension Contributions—Non-GAAP <sup>1</sup>	596	642

Adjusted Net Income,
 Adjusted Diluted Earnings
 Per Share and Manufacturing
 Cash Flow Before Pension
 Contributions are Non-GAAP
 Measures. See page 7 for
 a Reconciliation to GAAP.

#### FELLOW SHAREHOLDERS,

# 2020 was a challenging year for our company as we worked through the impacts of the COVID-19 pandemic.

Our operations have experienced and continue to experience various degrees of disruption due to the unprecedented conditions surrounding the pandemic. Across our businesses, we established enterprise-wide pandemic response teams and implemented processes and procedures to enhance the safety of our facilities and protect the health and safety of our employees.

At our defense businesses, through the hard work of our teams, we were able to maintain our operations, meet our customer commitments and deliver strong results. At our commercial businesses, we temporarily closed some of our manufacturing facilities due to reduced demand for certain products during the first quarter and latter part of the second quarter. In the second half of the year, our commercial businesses have generally experienced an increase in customer demand compared with the first half of 2020. Building on this momentum, we delivered strong fourth quarter results and look to carry this into 2021.

Our revenues for the year were \$11.7 billion. We recorded a segment profit of \$751 million with a profit margin of 6.4 percent. Through a focus on working capital management and cost control, our manufacturing businesses generated \$833 million of net cash from operating activities of continuing operations.

#### INVESTMENTS LEAD TO NEW OPPORTUNITIES WITH MILITARY CUSTOMERS

Despite the pandemic, our prior investments in our new products and technologies at our defense businesses enabled us to move forward on a number of military programs and win new contract awards in 2020.



Our Future Vertical Lift programs at Bell advanced in 2020. Both the Bell V-280 Valor and Bell 360 Invictus were down-selected by the U.S. Army for the next rounds of the Future Long-Range Assault Aircraft (FLRAA) and Future Attack Reconnaissance Aircraft (FARA) programs, respectively. The down-selects illustrate the outstanding design, innovation and tested technologies that can fulfill the Army's FLRAA and FARA requirements at an affordable cost and to our customers' schedules.

By December, the V-280 had flown over 200 hours through more than 150 test flights as part of a rigorous flight test program. Throughout the program, the team has worked closely with the Army to demonstrate the V-280 is a low-risk, affordable and sustainable aircraft that will redefine the battlefield for decades to come. As part of the test program, multiple Army Experimental Test Pilots have flown the V-280 and soldier touchpoint events have enabled pilots, maintainers and infantry soldiers to share their input.

The Army's down-select of the Invictus followed almost one year of design and risk-reduction work by the Bell team as part of the initial contract phase. Like the V-280, the Invictus design combines innovation with tested technologies to fulfill the customer's requirements at an affordable cost that meets the Army's schedule.





In late 2020, the Department of Defense awarded Bell Boeing a contract that includes recurring procurement of kits and installs for nacelle improvements onto the CV-22 aircraft for the Air Force. These modifications to the nacelles will improve maintainability, reduce maintenance man-hours and improve readiness rates.

Bell also reached delivery milestones with its H-1 and V-22 programs. In May, Bell successfully delivered the 150th Bell AH-1Z helicopter and the 100th Zulu Build New manufactured at our Fort Worth and Amarillo facilities. Bell also delivered its 400th V-22—this milestone was a CV-22 aircraft to the U.S. Special Operations Command—as well as the first CMV-22B variant designed specifically for carrier fleet operations for the U.S. Navy. Japan became the first international operator of a V-22 when the U.S. government delivered the tiltrotor to Camp Kisarazu that will be operated by the Japan Ground Self Defense Force.

With its innovative products and technologies and through partnerships with our military customers, Textron Systems won a number of new contracts during the year.

Demonstrating its confidence in Textron Systems' Ship-to-Shore Connector program, the U.S. Navy awarded a follow-on production contract for additional SSC craft. This brings the current number of SSC craft being produced by Textron Systems to 24. The SSC program marked a significant milestone with the fly-away of the first two SSC craft from Systems' New Orleans shipyard to the Naval Surface Warfare Center in Florida.

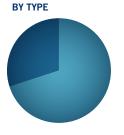
Textron Systems' ATAC business won four contract awards as part of the U.S. Air Force's Combat Air Forces (CAF) Contracted Air Support (CAS) program. With these contracts, ATAC will use its fleet of fighter aircraft for adversary air and close air support live training for the Air Force as well as the U.S. Special Operations Command. ATAC also received an award to support the Navy and Marine Corps, under the Fighter Jet Services (FJS) program. ATAC has been steadily building its fleet of Mirage F1, F-21 Kfir and MK-58 Hawker Hunter fighter aircraft to position itself for these strategic wins.





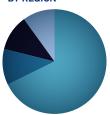
- Textron Aviation 34%
- Bell 28%
- Industrial 26%
- Textron Systems 11%
- Finance 1%

#### **TOTAL REVENUE**



- Commercial 70%
- U.S. Government 30%

#### TOTAL REVENUE **BY REGION**



- U.S. 68%
- Europe 11%
- Asia and Australia 10%
- Other 11%

Textron Systems was also awarded a contract to support work on the U.S. Air Force's Ground Based Strategic Deterrent (GBSD) missile system, under prime contractor Northrop Grumman. The GBSD is intended to serve as a cornerstone of the nation's nuclear triad and to provide a reliable nuclear deterrent.

Textron Aviation delivered its first Beechcraft AT-6 Wolverine to the Air Force. This multi-mission aircraft is designed to meet a wide-mission spectrum including training, manned Intelligence Surveillance and Reconnaissance (ISR), and light precision attack. As government, military and commercial customers look for airborne solutions for critical missions, Textron Aviation's special missions and defense business is well positioned to meet their needs.

### MOVING FORWARD ON NEW PRODUCT PROGRAMS

In May, Textron Aviation's Cessna SkyCourier, the new clean-sheet twinengine, large-utility turboprop aircraft, made its first flight. By the end of the year, there were three test articles in the certification program with more than 400 flight hours completed. The SkyCourier is on track for entry into service in the second half of 2021.

Demonstrating our commitment to refreshing our product lineup, Textron Aviation also brought innovation to its iconic Beechcraft King Air turboprop product line with the introduction of two aircraft: the King Air 360, its updated flagship turboprop, and the King Air 260, which builds on the platform's rich history of rugged reliability and versatility. Both aircraft offer the latest technological advancements in the cockpit and enhancements to passenger comfort. Textron Aviation began deliveries of the King Air 360 during the fourth quarter, delivering eight units.

Bell completed several key certification activities with the Bell 525 Relentless as it moves closer to becoming the first certified commercial fly-by-wire helicopter in the market. As Bell's largest commercial product, the Bell 525 features best-in-class design, offers exceptional visibility and superior payload and range capabilities for customers.

For the third consecutive year, a Bell innovation was named one of *Popular Science*'s Best of What's New in the Aerospace category. For 2020, Bell's Electrically Distributed Anti-Torque (EDAT) system was recognized. EDAT is comprised of four small fans electrically powered by four separate motors that replace a conventional tail rotor, enhancing on-the-ground safety and reducing noise pollution, carbon emissions and operating costs.

In addition to EDAT, Textron Systems' RIPSAW® M5 unmanned ground vehicle was also recognized by Popular Science in the Security category. The RIPSAW M5 features an open architecture, giving the Army a highly configurable and leading unmanned ground system. With variants that include hybrid-electric and all-electric powertrains, the RIPSAW M5 provides the Army with extreme mobility and speed for multiple missions. The M5 delivers full mobility using its powerful electric drivetrain and can extend run-time with a modular range extender in the hybridelectric variant. This vehicle keeps soldiers safe by providing an unmanned system to undertake the most hazardous and strenuous missions.

As Textron Systems supports the Army with Shadow unmanned aircraft in the latest Block III configuration, the team is leveraging its more than 30 years of unmanned systems experience with the Aerosonde Hybrid Quad (HQ) for the Army's Future Tactical Unmanned





Systems (FTUAS) program. In 2019, the Army selected Textron Systems to participate in Phase 1 of the FTUAS program. Over the past year, Textron Systems has continued flight testing as it competes for this program to protect tomorrow's warfighters.

TSV focused on new product development, particularly leveraging electric technology and connectedvehicle experiences for its products. Building on the success pioneered in golf by E-Z-GO's ELiTE series of lithiumpowered golf cars, TSV launched a Jacobsen Eclipse 360 ELiTE riding greens mower, a fully electric machine. Powered by an energy-efficient, zero-maintenance battery system, the Eclipse 360 ELiTE performs silently and provides course operators with significant operational savings.

As a recognized leader in hybrid fuel systems solutions, Kautex has a solid understanding of its automotive customers' current and future requirements. During the year, Kautex won contracts with major OEMs for its fuel systems while continuing its focus on innovation, particularly around the technologies for hybrid fuel systems, electric and hybrid-electric battery systems and sensor cleaning solutions for autonomous driving technologies.

#### **DELIVERING ON CUSTOMER SERVICE AND SUPPORT**

As we continued to move forward with our products and technologies, we kept our focus on strengthening our customer service and support. During the year, we acquired Zhenjiang Aerochine Aviation Limited to increase Bell's helicopter maintenance, repair and overhaul capabilities in China and also opened three Bell Authorized Maintenance Centers in Europe for our rotorcraft customers. Meanwhile,

Textron Aviation's acquisition of Premiair Aviation Maintenance Pty Ltd. in Australia strengthened and expanded support for our Beechcraft, Cessna and Hawker customers.

To ensure we're building a pipeline of future customers, Textron Aviation continued to partner with leading pilot training programs through its Top Hawk initiative. This initiative provides training programs and universities across the country with a factory-new, custom branded Cessna Skyhawk aircraft for student pilot training and to promote pilot training at air shows, aviation contests and recruiting events. This is an opportunity to introduce the next generation of pilots to our products.

#### WELL POSITIONED FOR GROWTH

2020 was a challenging year for our employees, personally and professionally. I am proud of the way our teams responded. While we dealt with significant operational disruptions, we continued to support our customers throughout the pandemic and responded to both dramatic reductions and increases to customer demand over the course of the year. Our teams also achieved critical milestones on the programs and product development efforts that are important to our future growth.

As we enter 2021, we take a pragmatic approach to the challenges that may remain but are confident that our teams will deliver for our customers today while continuing to execute on our growth strategies for tomorrow.

SCOTT C. DONNELLY Chairman and Chief Executive Officer

#### **LEADERSHIP**

#### **BOARD OF DIRECTORS**

Scott C. Donnelly (1)

Chairman, President and CEO Textron Inc.

Kathleen M. Bader (2) (3)

President and CEO (Retired) NatureWorks LLC

R. Kerry Clark (1) (2)

Chairman and CEO (Retired) Cardinal Health, Inc.

James T. Conway (1) (3)

General (Retired)
U.S. Marine Corps

Paul E. Gagné (1) (2) (4) (5)

Chairman (Retired)
Wajax Corporation

Ralph D. Heath (2)(4)

Executive Vice President, Aeronautics (Retired) Lockheed Martin Corporation

Deborah Lee James (2)(3)

23rd Secretary of the U.S. Air Force (Retired)

Lionel L. Nowell III (2)(3)

Senior Vice President and Treasurer (Retired) PepsiCo, Inc.

James L. Ziemer (1) (4)

President and CEO (Retired) Harley-Davidson, Inc.

Maria T. Zuber (3) (4)

Vice President, Research Massachusetts Institute of Technology Numbers Indicate Committee Memberships:

- (1) Executive Committee: Chair, Scott C. Donnelly
- (2) Audit Committee: Chair, R. Kerry Clark
- (3) Nominating and Corporate Governance Committee: Chair, James T. Conway
- (4) Organization and Compensation Committee: Chair, James L. Ziemer
- (5) Lead Director: Paul E. Gagné

### EXECUTIVE OFFICERS PR

#### Scott C. Donnelly

Chairman, President and Chief Executive Officer Textron Inc.

#### Frank T. Connor

Executive Vice President and Chief Financial Officer Textron Inc.

#### Julie G. Duffy

Executive Vice President – Human Resources Textron Inc.

#### E. Robert Lupone

Executive Vice President, General Counsel, Secretary and Chief Compliance Officer Textron Inc.

#### SEGMENT AND BUSINESS UNIT PRESIDENTS

#### Lisa M. Atherton

President and CEO Textron Systems

#### **Ronald Draper**

President and CEO Textron Aviation

#### **Gunnar Kleveland**

President and CEO Textron Specialized Vehicles

#### R. Danny Maldonado

President and CEO Textron Financial

#### Jörg Rautenstrauch

President and CEO Industrial Segment and Kautex

#### Mitch Snyder

President and CEO Bell

### CORPORATE OFFICERS

#### Mark S. Bamford

Vice President and Corporate Controller Textron Inc.

#### Janet S. Fogarty

Vice President and Deputy General Counsel Textron Inc.

#### Dana L. Goldberg

Vice President – Tax Textron Inc.

#### Scott P. Hegstrom

Vice President – Mergers & Acquisitions and Strategy Textron Inc.

#### **Stewart Holmes**

Senior Vice President – Washington Operations Textron Inc.

#### Lawrence J. La Sala

Vice President and Deputy General Counsel – Litigation Textron Inc.

#### Kimberly A. Mackenroth

Vice President and Chief Information Officer Textron Inc.

#### **Thomas N. Nichipor**

Vice President – Textron Audit Services Textron Inc.

#### **Eric Salander**

Vice President – Investor Relations and Treasurer Textron Inc.

#### FOOTNOTE TO SELECTED YEAR-OVER-YEAR FINANCIAL DATA

#### ADJUSTED NET INCOME AND ADJUSTED DILUTED EARNINGS PER SHARE

Adjusted net income and adjusted diluted earnings per share exclude special charges, net of tax, and an inventory charge, net of tax and a tax benefit both related to TRU Simulation + Training Canada Inc. (TRU Canada) in connection with the restructuring plan and disposition of this company. We consider items recorded in special charges, such as enterprise-wide restructuring, certain asset impairment charges, and acquisition-related restructuring, integration and transaction costs, to be of a non-recurring nature that is not indicative of ongoing operations. At TRU Canada, the inventory charge is excluded as it relates to the write-down of inventory in connection with an action taken under the restructuring plan. Due to the substantial decline in demand and order cancellations for flight simulators resulting from the impact of the pandemic on the commercial air transportation business, we ceased manufacturing at TRU Canada's Montreal facility, resulting in the production suspension of its commercial air transport simulators. As a result of this action and market conditions, the related inventory was written down to its net realizable value. In the fourth quarter of 2020, we reached a definitive agreement to sell TRU Canada, which resulted in the recognition of an \$8 million tax benefit. We believe this inventory charge and tax benefit are of a non-recurring nature and are not indicative of ongoing operations.

#### NET INCOME AND DILUTED EARNINGS PER SHARE GAAP TO NON-GAAP RECONCILIATION

(Dollars in Millions, Except Per Share Amounts)	2020	2019
Net income—GAAP	\$ 309	\$ 815
Special charges, net of taxes	119	55
Inventory charge, net of tax	55	_
Tax benefit—TRU assets held for sale	(8)	_
Adjusted net income—Non-GAAP	\$ 475	\$ 870
Diluted earnings per share:		
Net income—GAAP	\$ 1.35	\$3.50
Special charges, net of taxes	0.52	0.24
Inventory charge, net of tax	0.24	_
Tax benefit—TRU assets held for sale	(0.04)	_
Adjusted net income—Non-GAAP	\$ 2.07	\$3.74

#### MANUFACTURING CASH FLOW BEFORE PENSION CONTRIBUTIONS

Manufacturing cash flow before pension contributions adjusts net cash from operating activities (GAAP) for the following:

- Deducts capital expenditures and includes proceeds from an insurance recovery and the sale of property, plant and equipment to arrive at the net capital investment required to support ongoing manufacturing operations;
- Excludes dividends received from Textron Financial Corporation (TFC) and capital contributions to TFC provided under the Support Agreement and debt agreements as these cash flows are not representative of manufacturing operations;
- Adds back pension contributions as we consider our pension obligations to be debt-like liabilities. Additionally, these contributions can fluctuate significantly from period to period and we believe that they are not representative of cash used by our manufacturing operations during the period;
- Excludes taxes paid related to the gain realized in 2018 on the Tools and Test business disposition. We have made this adjustment to the non-GAAP measure because we believe this use of cash is not representative of cash used by our manufacturing operations.

While we believe this measure provides a focus on cash generated from manufacturing operations, before pension contributions, and may be used as an additional relevant measure of liquidity, it does not necessarily provide the amount available for discretionary expenditures since we have certain non-discretionary obligations that are not deducted from the measure.

#### MANUFACTURING CASH FLOW BEFORE PENSION CONTRIBUTIONS GAAP TO NON-GAAP RECONCILIATION

(In Millions)	2020	2019
Net cash provided by operating activities of continuing operations—GAAP	\$ 833	\$ 960
Less: Capital expenditures	(317)	(339)
Dividends received from TFC	_	(50)
Plus: Total pension contributions	47	51
Proceeds from an insurance recovery and sale of property, plant and equipment	33	9
Taxes paid on gain on business disposition	_	11
Manufacturing cash flow before pension contributions—Non-GAAP	\$ 596	\$ 642

# SUPPORTING OUR COMMUNITIES

# THE GLOBAL PANDEMIC CAUSED BY COVID-19 HAD A PROFOUND EFFECT ON THE WORLD. ACROSS TEXTRON, OUR EMPLOYEES DISPLAYED REMARKABLE DEDICATION AND COMMITMENT TO OUR CUSTOMERS, OUR COMMUNITIES AND TO ONE ANOTHER.

We put into place measures to create safe work environments to protect the health and safety of our teams for the continued operation of our businesses. We also responded to the needs within our communities. When there was a critical shortage of supplies, we donated personal protective equipment and cleaning supplies to local healthcare facilities and community organizations and used our facilities to sew face masks and manufacture protective plastic shields for healthcare workers and first responders. We are grateful to our people for their work during difficult circumstances.





With safeguards in place to protect our employees, we kept our commitments to customers.



Teams manufactured plastic face shields for local healthcare workers.



Our businesses donated masks and personal protective equipment to local healthcare facilities and hospitals.



Employees volunteered their time to produce face masks.



Businesses used their expertise to help community organizations.

#### UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

#### Form 10-K

ANNUAL REPORT PURSUANT T	O SECTION 13 OR 15(d) OF THE SECU For the fiscal year ended January	
	or	
☐ TRANSITION REPORT PURSUAL	NT TO SECTION 13 OR 15(d) OF THE S  For the transition period from	SECURITIES EXCHANGE ACT OF 1934
	-	
	Commission File Number 1-548	0
	Textron Inc.	
	(Exact name of registrant as specified in	its charter)
<u>Delaware</u>		<u>05-0315468</u>
(State or other jurisdiction of incorporation o		(I.R.S. Employer Identification No.)
40 Westminster Street, Providence	<del></del>	<u>02903</u>
(Address of principal executive off	ices)	(Zip code)
Re	egistrant's Telephone Number, Including Area Co	de: (401) 421-2800
	Securities registered pursuant to Section 12(b	o) of the Act:
Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock — par value \$0.125	TXT	New York Stock Exchange
Se	curities registered pursuant to Section 12(g)	of the Act: None
	-known seasoned issuer, as defined in Rule 405 or quired to file reports pursuant to Section 13 or Sec	
		ion 13 or 15(d) of the Securities Exchange Act of 1934 during the orts), and (2) has been subject to such filing requirements for the
	as submitted electronically every Interactive Data shorter period that the registrant was required to	File required to be submitted pursuant to Rule 405 of Regulation submit such files).   ✓ Yes ☐ No
		non-accelerated filer, smaller reporting company, or an emerging growth company" and "emerging growth company" in Rule 12b-2 o
Large accelerated filer		Accelerated filer
Non-accelerated filer	Smaller reporting company	Emerging growth company
	ck mark if the registrant has elected not to use the pursuant to Section 13(a) of the Exchange Act. $\Box$	e extended transition period for complying with any new or
		ment's assessment of the effectiveness of its internal control over registered public accounting firm that prepared or issued its audi
Indicate by check mark whether the registrant is	a shell company (as defined in Rule 12b-2 of the	Act). 🗆 Yes 🗷 No
	Common Stock held by non-affiliates at July 4, 20 ate. The registrant has no non-voting common equ	20 was approximately \$7.4 billion based on the New York Stockuity.
At February 6, 2021, 226,284,488 shares of Con	nmon Stock were outstanding.	
	Documents Incorporated by Refere	ence

Part III of this Report incorporates information from certain portions of the registrant's Definitive Proxy Statement for its Annual Meeting of Shareholders to be held on April 28, 2021.

#### **Textron Inc.**

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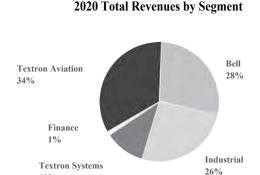
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#### PART I

#### Item 1. Business

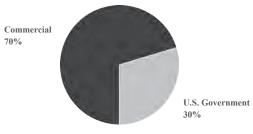
Textron Inc. is a multi-industry company that leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative products and services around the world. References to "Textron Inc.," the "Company," "we," "our" and "us" in this Annual Report on Form 10-K, unless otherwise indicated, refer to Textron Inc. and its consolidated subsidiaries

We conduct our business through five operating segments: Textron Aviation, Bell, Textron Systems and Industrial, which represent our manufacturing businesses, and Finance, which represents our captive finance business. Our segments include operations that are unincorporated divisions of Textron Inc. and others that are separately incorporated subsidiaries. Total revenues by segment and customer type for 2020 are presented below.





2020 Total Revenues by Customer Type



The following description of our business and operating segments should be read in conjunction with Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

#### **Textron Aviation Segment**

Textron Aviation is a leader in general aviation. Textron Aviation manufactures, sells and services Beechcraft and Cessna aircraft, and services the Hawker brand of business jets. The segment has two principal product lines: aircraft and aftermarket parts and services. Aircraft includes sales of business jets, turboprop aircraft, military trainer and defense aircraft and piston engine aircraft. Aftermarket parts and services includes commercial parts sales, and maintenance, inspection and repair services. Textron Aviation markets its products worldwide through its own sales force, as well as through a network of authorized independent sales representatives.

The family of jets currently offered by Textron Aviation includes the Citation M2, Citation CJ3+, Citation CJ4, Citation XLS+, Citation Latitude and the Citation Longitude. Textron Aviation's turboprop aircraft include the Beechcraft King Air 260, King Air 360ER and King Air 360, and the Cessna Caravan and Grand Caravan EX. In addition, Textron Aviation's military trainer and defense aircraft include the T-6 trainer, which has been used to train pilots from more than 20 countries, and the AT-6 light attack military aircraft. Textron Aviation also offers piston engine aircraft including the Beechcraft Baron and Bonanza, and the Cessna Skyhawk, Skylane, and the Turbo Stationair HD.

In support of its family of aircraft, Textron Aviation operates a global network of 20 service centers, two of which are co-located with Bell, along with more than 300 authorized independent service centers located throughout the world. Textron Aviationowned service centers provide customers with 24-hour service and maintenance. Textron Aviation also provides its customers with around-the-clock parts support and offers a mobile support program with approximately 70 mobile service units. In addition, Able Aerospace Services, Inc., a subsidiary of Textron Aviation, provides component and maintenance, repair and overhaul services in support of commercial and military fixed- and rotor-wing aircraft.

#### Product Development Programs

Textron Aviation is developing the Cessna Skycourier, a twin-engine, high-wing, large-utility turboprop aircraft, which achieved its first flight in May 2020. The Denali, a high-performance single engine turboprop aircraft under development, is expected to achieve its first flight in 2021.

#### **Bell Segment**

Bell is one of the leading suppliers of military and commercial helicopters, tiltrotor aircraft, and related spare parts and services in the world.

Bell supplies advanced military helicopters and provides parts and support services to the U.S. Government and to military customers outside the United States. Bell's primary U.S. Government programs are for the production and support of the V-22 tiltrotor aircraft and the H-1 helicopters. Bell is one of the leading suppliers of helicopters to the U.S. Government and, in association with The Boeing Company (Boeing), the only supplier of military tiltrotor aircraft. Tiltrotor aircraft are designed to provide the benefits of both helicopters and fixed-wing aircraft. Through its strategic alliance with Boeing, Bell produces and supports the V-22 tiltrotor aircraft primarily for the U.S. Department of Defense, and also offers this aircraft to other countries under the U.S. Government-sponsored foreign military sales program. The H-1 helicopter program includes a utility model, the UH-1Y, and an advanced attack model, the AH-1Z, which have 84% parts commonality between them. While the U.S. Marine Corps is the primary customer for H-1 helicopters, we also sell these helicopters under the U.S. Government-sponsored foreign military sales program.

Through its commercial business, Bell is a leading supplier of commercially certified helicopters and support to corporate, private, law enforcement, utility and emergency medical helicopter operators, and the U.S. and foreign governments. Bell produces a variety of commercial aircraft types, including light single- and twin-engine helicopters and medium twin-engine helicopters, along with other related products. The commercial helicopters currently offered by Bell include the 429, 407GXi, 412EPX, 412EPI, 412EP, 505 Jet Ranger X and Huey II.

For both its military programs and its commercial products, Bell provides post-sale support and service for an installed base of approximately 13,000 helicopters through a network of six Company-operated service centers, four global parts distribution centers and nearly 100 independent service centers located in over 35 countries. Collectively, these service sites offer a complete range of logistics support, including parts, support equipment, technical data, training devices, pilot and maintenance training, component repair and overhaul, engine repair and overhaul, aircraft modifications, aircraft customizing, accessory manufacturing, contractor maintenance, field service and product support engineering.

#### Product Development Programs

In October 2019, Bell announced a new rotorcraft, the Bell 360 Invictus, which it is developing as its entrant for the U.S. Army's Future Attack Reconnaissance Aircraft (FARA) Competitive Prototype Program, part of the U.S. government's Future Vertical Lift (FVL) family of programs. The FARA program was initiated by the U.S. Army to develop a successor to the retired Bell OH-58D Kiowa Warrior helicopter. In March 2020, the U.S. Army selected the 360 Invictus to move to the second phase of the Competitive Prototype Program.

Bell continues its development and refinement of the V-280 Valor, a next generation vertical lift aircraft as part of the Joint Multi Role Technology Demonstrator (JMR-TD) initiative. The JMR-TD program is the science and technology precursor to the FVL program. The V-280 achieved its first flight in December 2017 and its first cruise mode flight in May 2018. In March 2020, the U.S. Army awarded Bell a Competitive Demonstration and Risk Reduction contract for the next stage of its Future Long Range Assault Aircraft program.

Bell's first super medium commercial helicopter, the 525 Relentless, is currently in the certification process with the Federal Aviation Administration (FAA).

#### **Textron Systems Segment**

Textron Systems is a supplier to the defense, aerospace and general aviation markets. This segment sells products to U.S. Government customers and to customers outside the U.S. through foreign military sales sponsored by the U.S. Government and directly through commercial sales channels. Textron Systems' operating units are reported under the following product lines: Unmanned Systems, Marine and Land Systems and Simulation, Training and Other.

Our Unmanned Systems product line includes unmanned aircraft systems, unmanned surface systems, mission command hardware and solutions, and worldwide customer support and logistics. Unmanned aircraft systems includes the Shadow, the U.S. Army's premier tactical unmanned aircraft system, which has surpassed one million flight hours since its introduction, and the Aerosonde Small Unmanned Aircraft System, a multi-mission capable unmanned aircraft system that has amassed more than 500,000 flight hours in commercial and military operations around the world. Unmanned Systems also provides complete systems solutions to its government and commercial customers through comprehensive program management, operational and maintenance training, technical assistance and logistics support, and end-to-end turnkey mission support.

Our Marine and Land Systems product line includes advanced marine craft, armored vehicles and specialty vehicles supporting fire and rescue applications. These products are in service with U.S. and international militaries, special operations forces, police forces and civilian entities. Marine and Land Systems' primary U.S. Government program is for the development and production of the U.S. Navy's next generation Landing Craft Air Cushion as part of the Ship-to-Shore Connector program.

The Simulation, Training and Other product line includes the following operating units and businesses: Electronic Systems, Weapons and Sensors Systems, Lycoming, Airborne Tactical Advantage Company (ATAC) and TRU Simulation + Training (TRU). Electronic Systems provides high technology test equipment, electronic warfare test and training solutions and intelligence software solutions for U.S. and international defense, intelligence and law enforcement communities. Weapons and Sensors Systems offers advanced precision guided weapons systems, airborne and ground-based sensors and surveillance systems, and protection systems for the defense and aerospace industries. Lycoming specializes in the engineering, manufacture, service and support of piston aircraft engines for the general aviation and remotely piloted aircraft markets. ATAC focuses on live military air-to-air and air-to-ship training and support services for U.S. Navy, Marine and Air Force personnel. TRU designs, develops, manufactures, installs, and provides maintenance of advanced flight training devices, including full flight simulators, for commercial airlines, aircraft original equipment manufacturers (OEMs), flight training centers and training organizations. On January 25, 2021, we sold TRU Simulation + Training Canada Inc., which manufactured and maintained flight simulators for commercial airlines.

#### **Industrial Segment**

Our Industrial segment designs and manufactures a variety of products within the Fuel Systems and Functional Components and Specialized Vehicles product lines.

Our Fuel Systems and Functional Components product line is produced by our Kautex business unit which is headquartered in Bonn, Germany. Kautex is a leader in designing and manufacturing plastic fuel systems for automobiles and light trucks, including blow-molded solutions for conventional plastic fuel tanks and pressurized plastic fuel tanks for hybrid vehicle applications. Kautex also develops and manufactures clear-vision systems for automotive safety and advanced driver assistance systems (ADAS). Our cleaning systems are comprised of nozzles, reservoirs, inlets and pumps to support onboard cleaning for windscreens, headlamps and ADAS cameras and sensors. In addition, Kautex produces plastic tanks for selective catalytic reduction systems used to reduce emissions from diesel engines and other fuel system components.

Kautex's business model is focused on developing and maintaining long-term customer relationships with leading global OEMs. Kautex operates over 30 plants in 14 countries in close proximity to our customers, along with 10 engineering/research and development locations around the world.

Our Specialized Vehicles product line includes products sold by the Textron Specialized Vehicles businesses under our E-Z-GO. Arctic Cat, TUG Technologies, Douglas Equipment, Premier, Safeaero, Ransomes, Jacobsen and Cushman brands. These businesses design, manufacture and sell golf cars, off-road utility vehicles, recreational side-by-side and all-terrain vehicles, snowmobiles, light transportation vehicles, aviation ground support equipment and professional turf-maintenance equipment, as well as specialized turf-care vehicles. Their diversified customer base includes golf courses and resorts, government agencies and municipalities, consumers, outdoor enthusiasts, and commercial and industrial users such as factories, warehouses, airlines, planned communities, hunting preserves, educational and corporate campuses, sporting venues, municipalities and landscaping professionals. Sales are made through a combination of a network of independent distributors and dealers worldwide, the Bass Pro Shops and Cabela's retail outlets, which sell our products under the Tracker Off-Road brand, and factory direct resources.

#### **Finance Segment**

Our Finance segment, or the Finance group, is a commercial finance business that consists of Textron Financial Corporation (TFC) and its consolidated subsidiaries. The Finance segment provides financing primarily to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters. A substantial number of the originations in our finance receivable portfolio are cross-border transactions for aircraft sold outside of the U.S. In 2020 and 2019, our Finance group paid our Manufacturing group \$195 million and \$184 million, respectively, related to the sale of Textron-manufactured products to third parties that were financed by the Finance group.

Our Finance segment's largest business risk is the collectability of its finance receivable portfolio. See Finance Segment section in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations for information about the Finance segment's credit performance.

#### Backlog

Backlog represents amounts allocated to contracts that we expect to recognize as revenue in future periods when we perform under the contracts. Backlog excludes unexercised contract options and potential orders under ordering-type contracts, such as Indefinite Delivery, Indefinite Quantity contracts.

Our backlog at the end of 2020 and 2019 is summarized below:

	January 2,	January 4,
(In millions)	2021	2020
Bell	\$ 5,342	\$ 6,902
Textron Aviation	1,603	1,714
Textron Systems	2,556	1,211
Total backlog	\$ 9,501	\$ 9,827

#### U.S. Government Contracts and Other Governmental Regulation

Our operations, products and services are subject to various government regulations, including regulations related to U.S. government business, international regulation of aviation products and services, and environmental regulations.

Contracts with the U.S. Government, including contracts under the U.S. Government-sponsored foreign military sales program, generated approximately 30% of our consolidated revenues in 2020, primarily in our Bell and Textron Systems segments. We must comply with and are affected by laws and regulations relating to the formation, administration and performance of U.S. Government contracts. These laws and regulations, among other things, require certification and disclosure of all cost and pricing data in connection with contract negotiation; define allowable and unallowable costs and otherwise govern our right to reimbursement under certain cost-based U.S. Government contracts; and safeguard and restrict the use and dissemination of classified and covered defense information and the exportation of certain products and technical data. New laws, regulations or procurement requirements, or changes to current ones, can significantly increase our costs, reducing our profitability.

Our contracts with the U.S. Government generally may be terminated by the U.S. Government for convenience or if we default in whole or in part by failing to perform under the terms of the applicable contract. If the U.S. Government terminates a contract for convenience, we normally will be entitled to payment for the cost of contract work performed before the effective date of termination, including, if applicable, reasonable profit on such work, as well as reasonable termination costs. If, however, the U.S. Government terminates a contract for default, generally: (a) we will be paid the contract price for completed supplies delivered and accepted and services rendered, an agreed-upon amount for manufacturing materials delivered and accepted and for the protection and preservation of property, and an amount for partially completed products accepted by the U.S. Government; (b) the U.S. Government may not be liable for our costs with respect to unaccepted items and may be entitled to repayment of advance payments and progress payments related to the terminated portions of the contract; (c) the U.S. Government may not be liable for assets we own and utilize to provide services under the "fee-for-service" contracts; and (d) we may be liable for excess costs incurred by the U.S. Government in procuring undelivered items from another source. See Aerospace and Defense Industry section in Item 1A. Risk Factors for additional information related to regulation of U.S. Government business herein.

Commercial aircraft products manufactured by our Textron Aviation and Bell segments are required to comply with FAA regulations in the U.S. and the regulations of other similar aviation regulatory governing authorities internationally, including, the European Aviation Safety Agency. Maintenance facilities and aftermarket services must also comply with FAA and international regulations. These regulations address production and quality systems, airworthiness and installation approvals, repair procedures and continuing operational safety. For an aircraft to be manufactured and sold, the model must receive a type certificate from the appropriate aviation authority, and each aircraft must receive a certificate of airworthiness. Aircraft outfitting and completions also require approval by the appropriate aviation authority. See Strategic Risks section in Item 1A. Risk Factors for additional information with respect to risks related to obtaining certification of new aircraft products.

Our operations are subject to numerous laws and regulations designed to protect the environment. For additional information regarding environmental matters, see Note 19 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data, and Business and Operational Risks and Risks Related to Regulatory and Legal Matters sections in Item 1A. Risk Factors.

Based on current information and the applicable laws and regulations currently in effect, compliance with government regulations, including environmental regulations, has not had, and we do not expect it to have, a material effect on our capital expenditures, earnings or competitive position. However, laws and regulations may be changed or adopted that impose additional compliance requirements which could necessitate capital expenditures or otherwise increase our costs of doing business, reducing our profitability and negatively impacting our operating results.

#### **Human Capital Resources**

At January 2, 2021, we employed approximately 33,000 employees worldwide, with approximately 75% located in the U.S. and the remainder located outside of the U.S. Approximately 6,800, or 28%, of our U.S. employees, most of whom work for our Bell and Textron Aviation segments, are represented by unions under collective bargaining agreements, and certain of our non-U.S. employees are represented by organized works councils. From time to time our collective bargaining agreements expire and come up for renegotiation.

Our success is highly dependent upon our ability to maintain a workforce with the skills necessary for our businesses to succeed. We need highly skilled personnel in multiple areas including, among others, engineering, manufacturing, information technology, cybersecurity, flight operations, business development and strategy and management. In order to attract and retain highly skilled employees, we are committed to ensuring a safe and healthy work environment, offering comprehensive compensation and benefit programs, creating great career opportunities and building an engaging, inclusive environment where all employees are treated with dignity and respect.

#### Health and Safety

To maintain and enhance the safety of our employees, we promote a culture of continuous improvement and individual accountability to provide safe workplaces. We use an annual goal setting process to drive injury rate improvements, and the injury rate reduction goal is a performance metric that is reported to Textron's Audit Committee and is tracked and reported to senior leadership.

The safety of our employees has been a priority throughout our response to the COVID-19 pandemic. Our enterprise-wide pandemic response teams, formed early in the pandemic, guided our operations in the processes and procedures to comply with applicable government-imposed health and safety-related operating restrictions, to enhance the safety of our facilities to protect the health of our employees and to monitor trends in infection rates at locations where we have facilities. These teams continue to operate, updating enterprise guidance as the pandemic has continued and the medical science and government guidance and orders have evolved. Our businesses continue to enforce COVID-19 health and safety protocols and have implemented protocols to address actual and suspected cases of COVID-19 and resulting contact tracing and quarantine requirements. Throughout the pandemic, we have been communicating regularly with our employees and monitoring their views on issues related to COVID-19 and the workplace as well as general levels of engagement through regular pulse surveys. In addition, management has regularly updated our Board of Directors on our COVID-19 status and response, including with respect to employee safety.

#### Talent and Career Development

Our talent development programs are designed to prepare our employees at all levels to take on new career and growth opportunities at Textron. Leadership, professional and functional training courses are tailored for employees at each stage of their careers and include a mix of enterprise-wide and business unit-specific programs. Textron University, an internal corporate function, provides (i) facilitated face-to-face professional and leadership development, (ii) web-based general and specialized functional and technical courses and (iii) an online portal to access advanced skills technical training, manage recertification of existing qualifications and other career planning tools and resources.

The current and future talent needs of each of our businesses are assessed annually through a formal talent review process which enables us to develop leadership succession plans and provide our employees with potential new career opportunities. In addition, leaders from functional areas within each business belong to enterprise-wide councils which conduct annual talent reviews. These processes enable us to fill talent needs by matching employees who are ready to assume significant leadership roles with opportunities that best fit their career path, which may be in other businesses within the enterprise.

#### Diversity and Inclusion

Textron is committed to having a diverse workforce and inclusive workplaces throughout our global operations. We believe by employing highly talented, diverse employees, who feel valued, respected and are able to contribute fully, we will improve performance, innovation and collaboration and drive talent retention, all of which contribute to stronger business results and reinforce our reputation as leaders in our industries and communities.

For over a decade, Textron has allocated five percent of annual incentive compensation for management-level employees toward achievement of diversity goals. Beginning in 2020, we focused these goals specifically on hiring diversity. To improve our outreach to diverse candidates, we have increased our recruiting efforts at historically black colleges and universities, enhanced our partnerships with diverse professional organizations and participated in diverse STEM conferences. In addition, we provide inclusion and unconscious bias training to our employees and recruiters to improve diversity in recruiting.

For discussion of certain risks relating to human capital management, see Risks Related to Human Capital section in Item 1A. Risk Factors.

#### **Patents and Trademarks**

We own, or are licensed under, numerous patents throughout the world relating to products, services and methods of manufacturing. Patents developed while under contract with the U.S. Government may be subject to use by the U.S. Government. We also own or license active trademark registrations and pending trademark applications in the U.S. and in various foreign countries or regions, as well as trade names and service marks. While our intellectual property rights in the aggregate are important to the operation of our business, we do not believe that any existing patent, license, trademark or other intellectual property right is of such importance that its loss or termination would have a material adverse effect on our business taken as a whole.

#### **Information about our Executive Officers**

The following table sets forth certain information concerning our executive officers as of February 19, 2021.

Name	Age	Current Position with Textron Inc.
Scott C. Donnelly	59	Chairman, President and Chief Executive Officer
Frank T. Connor	61	Executive Vice President and Chief Financial Officer
Julie G. Duffy	55	Executive Vice President, Human Resources
E. Robert Lupone	61	Executive Vice President, General Counsel, Secretary and Chief Compliance Officer

Mr. Donnelly joined Textron in June 2008 as Executive Vice President and Chief Operating Officer and was promoted to President and Chief Operating Officer in January 2009. He was appointed to the Board of Directors in October 2009 and became Chief Executive Officer of Textron in December 2009. In July 2010, Mr. Donnelly was appointed Chairman of the Board of Directors effective September 1, 2010. Previously, Mr. Donnelly was the President and CEO of General Electric Company's Aviation business unit, a position he had held since July 2005. GE's Aviation business unit is a leading maker of commercial and military jet engines and components, as well as integrated digital, electric power and mechanical systems for aircraft. Prior to July 2005, Mr. Donnelly served as Senior Vice President of GE Global Research, one of the world's largest and most diversified industrial research organizations with facilities in the U.S., India, China and Germany and held various other management positions since joining General Electric in 1989.

Mr. Connor joined Textron in August 2009 as Executive Vice President and Chief Financial Officer. Previously, Mr. Connor was head of Telecom Investment Banking at Goldman, Sachs & Co. from 2003 to 2008. Prior to that position, he served as Chief Operating Officer of Telecom, Technology and Media Investment Banking at Goldman, Sachs & Co. from 1998 to 2003. Mr. Connor joined the Corporate Finance Department of Goldman, Sachs & Co. in 1986 and became a Vice President in 1990 and a Managing Director in 1996.

Ms. Duffy was named Executive Vice President, Human Resources in July 2017. Ms. Duffy joined Textron in 1997 as a member of the corporate legal team and has since held positions of increasing responsibility within the Company's legal function, previously serving as Vice President and Deputy General Counsel-Litigation, a position she had held since 2011. In that role she was responsible for managing the corporate litigation staff with primary oversight of litigation throughout Textron. She has also played an active role in developing, implementing and standardizing human resources policies across the Company and served as the senior legal advisor on employment and benefits issues.

Mr. Lupone joined Textron in February 2012 as Executive Vice President, General Counsel, Secretary and Chief Compliance Officer. Previously, he was senior vice president and general counsel of Siemens Corporation (U.S.) since 1999 and general counsel of Siemens AG for the Americas since 2008. Prior to joining Siemens in 1992, Mr. Lupone was vice president and general counsel of Price Communications Corporation.

#### **Available Information**

We make available free of charge on our Internet Web site (www.textron.com) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission.

#### **Forward-Looking Information**

Certain statements in this Annual Report on Form 10-K and other oral and written statements made by us from time to time are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements, which may describe strategies, goals, outlook or other non-historical matters, or project revenues, income, returns or other financial measures, often include words such as "believe," "expect," "anticipate," "intend," "plan," "estimate," "guidance," "project," "target," "potential," "will," "should," "could," "likely" or "may" and similar expressions intended to identify forwardlooking statements. These statements are only predictions and involve known and unknown risks, uncertainties, and other factors that may cause our actual results to differ materially from those expressed or implied by such forward-looking statements. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Forward-looking statements speak only as of the date on which they are made, and we undertake no obligation to update or revise any forward-looking statements. In addition to those factors described herein under "Risk Factors," among the factors that could cause actual results to differ materially from past and projected future results are the following:

- Interruptions in the U.S. Government's ability to fund its activities and/or pay its obligations;
- Changing priorities or reductions in the U.S. Government defense budget, including those related to military operations in foreign countries;
- Our ability to perform as anticipated and to control costs under contracts with the U.S. Government;
- The U.S. Government's ability to unilaterally modify or terminate its contracts with us for the U.S. Government's convenience or for our failure to perform, to change applicable procurement and accounting policies, or, under certain circumstances, to withhold payment or suspend or debar us as a contractor eligible to receive future contract awards;
- Changes in foreign military funding priorities or budget constraints and determinations, or changes in government regulations or policies on the export and import of military and commercial products;
- Volatility in the global economy or changes in worldwide political conditions that adversely impact demand for our products:
- Volatility in interest rates or foreign exchange rates:
- Risks related to our international business, including establishing and maintaining facilities in locations around the world and relying on joint venture partners, subcontractors, suppliers, representatives, consultants and other business partners in connection with international business, including in emerging market countries;
- Our Finance segment's ability to maintain portfolio credit quality or to realize full value of receivables;
- Performance issues with key suppliers or subcontractors:
- Legislative or regulatory actions, both domestic and foreign, impacting our operations or demand for our products;
- Our ability to control costs and successfully implement various cost-reduction activities;
- The efficacy of research and development investments to develop new products or unanticipated expenses in connection with the launching of significant new products or programs;
- The timing of our new product launches or certifications of our new aircraft products;
- Our ability to keep pace with our competitors in the introduction of new products and upgrades with features and technologies desired by our customers;
- Pension plan assumptions and future contributions;
- Demand softness or volatility in the markets in which we do business;
- Cybersecurity threats, including the potential misappropriation of assets or sensitive information, corruption of data or operational disruption;
- Difficulty or unanticipated expenses in connection with integrating acquired businesses;
- The risk that acquisitions do not perform as planned, including, for example, the risk that acquired businesses will not achieve revenues and profit projections;
- The impact of changes in tax legislation; and
- Risks and uncertainties related to the impact of the COVID-19 pandemic on our business and operations.

#### Item 1A. Risk Factors

Our business, financial condition and results of operations are subject to various risks, including those discussed below, which may affect the value of our securities. The risks discussed below are those that we believe currently are the most significant to our business.

#### Risks Related to the COVID-19 Pandemic

#### Our business is being adversely impacted, and is expected to continue to be adversely impacted, by the coronavirus (COVID-19) pandemic.

Our businesses have experienced and continue to experience various degrees of disruption and reduced demand for certain of our products due to the unprecedented conditions surrounding the COVID-19 pandemic. The effects of COVID-19 have included and could continue to include disruption of the operation or temporary closure of certain of our facilities or the facilities of our customers, suppliers or business partners as well as other disruptions in our supply chains. Challenges resulting from the pandemic have impacted, and may continue to impact, the ability of many of our employees to work effectively, due to illness, quarantines, facility closures, changes in manufacturing processes to accommodate social distancing guidelines, remote working arrangements, or other government-imposed operating restrictions. We have experienced and may continue to experience increased costs as a result of these business and production disruptions. Likewise, we have incurred and may continue to incur additional expenses related to implementing processes and procedures to comply with required operating restrictions and to enhance the safety of our facilities to protect the health of our employees.

Our commercial businesses have been and may continue to be adversely impacted due to a general slowdown in demand for our general aviation products and services, recreational and other specialized vehicles and automotive products. We have experienced a decline in orders for our aviation products and services, as well as lower deliveries of commercial helicopters and fixed-wing aircraft because of reduced demand and travel restrictions imposed in response to the pandemic. Economic and other impacts from the pandemic may also result in future weak demand for our aviation and commercial helicopter products and services, the delay or cancellation of existing orders by our customers and lower flight hours, and consequently, lower demand for parts and maintenance. In addition, new regulations by U.S. or foreign governments and government agencies addressed to the aviation or travel industry could impose additional regulatory, aircraft security, travel restrictions or other requirements or restrictions related to the pandemic that could adversely impact demand for aircraft and rotorcraft or significantly reduce hours flown. As a result, our costs may further increase as a result of the COVID-19 outbreak. These cost increases may not be fully recoverable, negatively impacting our profitability, and may continue even after the business environment has improved.

It is possible that the continued spread of COVID-19 and actions taken by various governmental authorities and other third parties in response to the outbreak could also further cause disruption in our supply chain or in the operations of our business partners, impacting their ability to perform their obligations, which could impact our ability to perform our contractual obligations; cause delay by, or limit the ability of, the U.S. Government and other customers to perform, including in making timely payments to us; and cause other unpredictable events. Limitations on government operations could impact regulatory approvals such as export licenses that are needed for international sales and deliveries. In addition, there may be changes in our U.S. and foreign government customers' priorities as they confront competing budget priorities and more limited resources. These changes may impact current and future programs, government payments and other practices, procurements and funding decisions.

The outbreak of COVID-19 has resulted in a widespread health crisis that is adversely affecting the economies and financial markets of many countries. The resulting economic downturn, the severity and length of which cannot be predicted, may cause continued reduced demand for our products, delays or cancellations of customer orders, the inability of customers to obtain financing to purchase our products, bankruptcies of our suppliers, customers or other business partners, adverse impact to investment performance of our pension plans and continued volatility in the global capital markets adversely impacting our access to capital. The extent to which the pandemic could impact our business, results of operations, financial condition and liquidity is highly uncertain and also will depend on future developments, most of which are outside our control. Such developments may include the geographic spread and duration of the virus, the severity of the disease, the development of treatments or vaccines, and the effects of actions that have been or may be taken by various governmental authorities and other third parties in response to the outbreak.

See also risks related to our Finance Segment under Financial Risks section below.

#### **Aerospace and Defense Industry Risks**

#### Demand for our aircraft products is cyclical and lower demand adversely affects our financial results.

Demand for business jets, turbo props and commercial helicopters has been cyclical and difficult to forecast. Unexpected events, such as the COVID-19 pandemic, have adversely impacted demand for our aircraft products and may continue to do so. Therefore, future demand for these products could be significantly and unexpectedly less than anticipated and/or less than previous period deliveries. Similarly, there is uncertainty as to when or whether our existing commercial backlog for aircraft products will convert to revenues as the conversion depends on production capacity, customer needs and credit availability. Changes in economic conditions has in the past caused, and in the future may cause, customers to request that firm orders be rescheduled, deferred or cancelled. Reduced demand for our aircraft products or delays or cancellations of orders previously has had and, in the future, could have a material adverse effect on our cash flows, results of operations and financial condition.

### We have customer concentration with the U.S. Government; reduction in U.S. Government defense spending can adversely affect our results of operations and financial condition.

During 2020, we derived approximately 30% of our revenues from sales to a variety of U.S. Government entities. Our revenues from the U.S. Government largely result from contracts awarded to us under various U.S. Government defense-related programs. The funding of these programs is subject to congressional appropriation decisions and the U.S. Government budget process which includes enacting relevant legislation, such as appropriations bills and accords on the debt ceiling. Although multiple-year contracts may be planned in connection with major procurements, Congress generally appropriates funds on a fiscal year basis

even though a program may continue for several years. Consequently, programs often are only partially funded initially, and additional funds are committed only as Congress makes further appropriations. Further uncertainty with respect to ongoing programs could also result in the event that the U.S. Government finances its operations through temporary funding measures such as "continuing resolutions" rather than full-year appropriations. If we incur costs in advance or in excess of funds committed on a contract, we are at risk for non-reimbursement of those costs until additional funds are appropriated. The reduction, termination or delay in the timing of funding for U.S. Government programs for which we currently provide or propose to provide products or services from time to time has resulted and, in the future, may result in a loss of anticipated revenues. A loss of such revenues could materially and adversely impact our results of operations and financial condition. Significant changes in national and international policies or priorities for defense spending, as well as the potential impact of sequestration, could affect the funding, or the timing of funding, of our programs, which could negatively impact our results of operations and financial condition. In addition, because our U.S. Government contracts generally require us to continue to perform even if the U.S. Government is unable to make timely payments, we may need to finance our continued performance for the impacted contracts from our other resources on an interim basis. An extended delay in the timely payment by the U.S. Government could have a material adverse effect on our liquidity.

#### U.S. Government contracts can be terminated at any time and may contain other unfavorable provisions.

The U.S. Government typically can terminate or modify any of its contracts with us either for its convenience or if we default by failing to perform under the terms of the applicable contract. In the event of termination for the U.S. Government's convenience, contractors are generally protected by provisions covering reimbursement for costs incurred on the contracts and profit on those costs but not the anticipated profit that would have been earned had the contract been completed. A termination arising out of our default for failure to perform could expose us to liability, including but not limited to, all costs incurred under the contract plus potential liability for re-procurement costs in excess of the total original contract amount, less the value of work performed and accepted by the customer under the contract. Such an event could also have an adverse effect on our ability to compete for future contracts and orders. If any of our contracts are terminated by the U.S. Government whether for convenience or default, our backlog would be reduced by the expected value of the remaining work under such contracts. We also enter into "fee for service" contracts with the U.S. Government where we retain ownership of, and consequently the risk of loss on, aircraft and equipment supplied to perform under these contracts. Termination of these contracts could materially and adversely impact our results of operations. On contracts for which we are teamed with others and are not the prime contractor, the U.S. Government could terminate a prime contract under which we are a subcontractor, irrespective of the quality of our products and services as a subcontractor. In addition, in the event that the U.S. Government is unable to make timely payments, failure to continue contract performance places the contractor at risk of termination for default. Any such event could have a material adverse effect on our cash flows, results of operations and financial condition.

#### As a U.S. Government contractor, we are subject to procurement rules and regulations; our failure to comply with these rules and regulations could adversely affect our business.

We must comply with and are affected by laws and regulations relating to the formation, administration and performance of U.S. Government contracts. These laws and regulations, among other things, require certification and disclosure of all cost and pricing data in connection with contract negotiation, define allowable and unallowable costs and otherwise govern our right to reimbursement under certain cost-based U.S. Government contracts, and safeguard and restrict the use and dissemination of classified information, covered defense information, and the exportation of certain products and technical data. New laws, regulations or procurement requirements or changes to current ones (including, for example, regulations related to cybersecurity) can significantly increase our costs, reducing our profitability. Our failure to comply with procurement regulations and requirements could allow the U.S. Government to suspend or debar us from receiving new contracts for a period of time, reduce the value of existing contracts, issue modifications to a contract, withhold cash on contract payments, and control and potentially prohibit the export of our products, services and associated materials, any of which could negatively impact our results of operations, financial condition or liquidity. A number of our U.S. Government contracts contain provisions that require us to make disclosure to the Inspector General of the agency that is our customer if we have credible evidence that we have violated U.S. criminal laws involving fraud, conflict of interest, or bribery; the U.S. civil False Claims Act; or received a significant overpayment under a U.S. Government contract. Failure to properly and timely make disclosures under these provisions may result in a termination for default or cause, suspension and/or debarment, and potential fines.

#### As a U.S. Government contractor, our businesses and systems are subject to audit and review by the Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA).

We operate in a highly regulated environment and are routinely audited and reviewed by the U.S. Government and its agencies such as the DCAA and DCMA. These agencies review our performance under contracts, our cost structure and our compliance with laws and regulations applicable to U.S. Government contractors. The systems that are subject to review include, but are not limited to, our accounting, estimating, material management and accounting, earned value management, purchasing and government property systems. If an audit uncovers improper or illegal activities, we may be subject to civil and criminal penalties and administrative sanctions that may include the termination of our contracts, forfeiture or reduction of profits, suspension or

reduction of payments, fines, and, under certain circumstances, suspension or debarment from future contracts for a period of time. Whether or not illegal activities are alleged, the U.S. Government also has the ability to decrease or withhold certain payments when it deems systems subject to its review to be inadequate. These laws and regulations affect how we conduct business with our government customers and, in some instances, impose added costs on our business.

#### The use of multi-award contracts by the U.S. Government increases competition, pricing pressure and cost.

The U.S. Government increasingly relies upon competitive contract award types, including indefinite-delivery, indefinite-quantity and multi-award contracts, which have the potential to create greater competition and increased pricing pressure, as well as to increase our cost by requiring that we submit multiple bids. In addition, multi-award contracts increase our cost as they require that we make sustained efforts to obtain task orders and delivery orders under the contract. Further, the competitive bidding process is costly and demands managerial time to prepare bids and proposals for contracts that may not be awarded to us or may be split among competitors.

#### Our profitability and cash flow varies depending on the mix of our government contracts and our ability to control costs.

Under fixed-price contracts, generally we receive a fixed price irrespective of the actual costs we incur, and, consequently, any costs in excess of the fixed price are absorbed by us. Changes in underlying assumptions, circumstances or estimates used in developing the pricing for such contracts can adversely affect our results of operations. Additionally, fixed-price contracts generally require progress payments rather than performance-based payments which can delay our ability to recover a significant amount of costs incurred on a contract and thus affect the timing of our cash flows. Under fixed-price incentive contracts, we share with the U.S. Government cost underrun savings, which are derived from total cost being less than target costs; we also share in cost overruns, which occur when total costs exceed target costs up to a negotiated cost ceiling, but are solely responsible for costs above the ceiling. Under time and materials contracts, we are paid for labor at negotiated hourly billing rates and for certain expenses. Under cost-reimbursement contracts that are subject to a contract-ceiling amount, we are reimbursed for allowable costs and paid a fee, which may be fixed or performance based, however, if our costs exceed the contract ceiling or are not allowable under the provisions of the contract or applicable regulations, we may not be able to obtain reimbursement for all such costs. Due to the nature of our work under government contracts, we sometimes experience unforeseen technological difficulties and cost overruns. Under each type of contract, if we are unable to control costs or if our initial cost estimates are incorrect, our cash flows, results of operations and financial condition could be adversely affected. Cost overruns also may adversely affect our ability to sustain existing programs and obtain future contract awards.

#### Strategic Risks

#### Developing new products and technologies entails significant risks and uncertainties.

To continue to grow our revenues and segment profit, we must successfully develop new products and technologies or modify our existing products and technologies for our current and future markets. Our future performance depends, in part, on our ability to identify emerging technological trends and customer requirements and to develop and maintain competitive products and services. Delays or cost overruns in the development and acceptance of new products or certification of new aircraft and other products occur from time to time and could adversely affect our results of operations. These delays could be caused by unanticipated technological hurdles, production changes to meet customer demands, unanticipated difficulties in obtaining required regulatory certifications of new aircraft or other products, coordination with joint venture partners or failure on the part of our suppliers to deliver components as agreed. We also could be adversely affected if our research and development efforts are less successful than expected or if we do not adequately protect the intellectual property developed through these efforts. Likewise, new products and technologies could generate unanticipated safety or other concerns resulting in expanded product liability risks, potential product recalls and other regulatory issues that could have an adverse impact on us. Furthermore, because of the lengthy research and development cycle involved in bringing certain of our products to market, we cannot predict the economic conditions that will exist when any new product is complete. A reduction in capital spending in the aerospace or defense industries could have a significant effect on the demand for new products and technologies under development, which could have an adverse effect on our financial condition and results of operations. In addition, our investments in equipment or technology that we believe will enable us to obtain future service contracts for our U.S. Government or other customers may not result in contracts or revenues sufficient to offset such investment. The market for our product offerings does not always develop or continue to expand as we anticipate. Furthermore, we cannot be sure that our competitors will not develop competing technologies which gain superior market acceptance compared to our products. A significant failure in our new product development efforts or the failure of our products or services to achieve market acceptance relative to our competitors' products or services could have an adverse effect on our financial condition and results of operations.

#### We have made and may continue to make acquisitions that increase the risks of our business.

We enter into acquisitions in an effort to expand our business and enhance shareholder value. Acquisitions involve risks and uncertainties that, in some cases, have resulted, and, in the future, could result in our not achieving expected benefits. Such risks include difficulties in integrating newly acquired businesses and operations in an efficient and cost-effective manner; challenges in achieving expected strategic objectives, cost savings and other benefits; the risk that the acquired businesses' markets do not evolve as anticipated and that the acquired businesses' products and technologies do not prove to be those needed to be successful in those markets; the risk that our due diligence reviews of the acquired business do not identify or adequately assess all of the material issues which impact valuation of the business or result in costs or liabilities in excess of what we anticipated; the risk that we pay a purchase price that exceeds what the future results of operations would have merited; the risk that the acquired business may have significant internal control deficiencies or exposure to regulatory sanctions; and the potential loss of key customers, suppliers and employees of the acquired businesses.

#### **Business and Operational Risks**

#### Our business could be negatively impacted by information technology disruptions and security threats.

Our information technology (IT) and related systems are critical to the efficient operation of our business and essential to our ability to perform day to day processes. From time to time, we update and/or replace IT systems used by our businesses. The implementation of new systems can present temporary disruptions of business activities as existing processes are transitioned to the new systems, resulting in productivity issues, including delays in production, shipments or other business operations. We also outsource certain support functions, including certain global IT infrastructure services, to third-party service providers, and any disruption of such outsourced processes or functions could have a material adverse effect on our operations. In addition, as a U.S. defense contractor, we face certain security threats, including threats to our IT infrastructure and unlawful attempts to gain access to our information via phishing / malware campaigns and other cyberattack methods, as well as threats to the physical security of our facilities and employees, as do our customers, suppliers, subcontractors and joint venture partners. Attempts to gain unauthorized access to our confidential, classified or otherwise proprietary information or that of our employees or customers, as well as other security breaches, are persistent, continue to evolve and require highly skilled IT resources.

We maintain Information Systems Incident Management Standards applicable to all our businesses intended to ensure information security events and weaknesses associated with information systems are communicated and acted on in a timely manner. Our enterprise risk management program includes cyber risk/network protection mitigation plans, and our disclosure controls and procedures address cybersecurity and include processes intended to ensure that security breaches are analyzed for potential disclosure. Additionally, we conduct periodic training for our employees regarding the protection of sensitive information which includes training intended to prevent the success of cyberattacks. Further, our insider trading compliance program addresses restrictions against trading while in possession of material, nonpublic information in connection with a cybersecurity incident.

While we have experienced cybersecurity attacks, we have not suffered any material losses relating to such attacks, and we believe our threat detection and mitigation processes and procedures are robust. Due to the evolving nature of security threats, the possibility of future material incidents cannot be completely mitigated, and we may not always be successful in detecting, reporting or responding to cyber incidents. Future attacks or breaches of data security, whether of our systems or the systems of our service providers or other third parties who may have access to our data for business purposes, could disrupt our operations, cause the loss of business information or compromise confidential information, exposing us to liability or regulatory action. Such an incident also could require significant management attention and resources, increase costs that may not be covered by insurance, and result in reputational damage, potentially adversely affecting our competitiveness and our results of operations. Products and services that we provide to our customers may themselves be subject to cyberthreats which may not be detected or effectively mitigated, resulting in potential losses that could adversely affect us and our customers. In addition, our customers, including the U.S. Government, are increasingly requiring cybersecurity protections and mandating cybersecurity standards in our products, and we may incur additional costs to comply with such demands.

#### Failure to perform by our subcontractors or suppliers could adversely affect our performance.

We rely on other companies to provide raw materials, major components and subsystems for our products. Subcontractors also perform services that we provide to our customers in certain circumstances. We depend on these suppliers and subcontractors to meet our contractual obligations to our customers and conduct our operations. Our ability to meet our obligations to our customers could be adversely affected if suppliers or subcontractors do not provide the agreed-upon supplies or perform the agreed-upon services in compliance with customer requirements and in a timely and cost-effective manner. Likewise, the quality of our products could be adversely impacted if companies to whom we delegate manufacture of major components or subsystems for our products, or from whom we acquire such items, do not provide components or subsystems which meet required specifications and perform to our and our customers' expectations. Our suppliers may be less likely than us to be able to quickly recover from natural disasters and other events beyond their control and may be subject to additional risks such as financial problems that limit their ability to conduct their operations. The risk of these adverse effects would likely be greater in circumstances where we rely on only one or two subcontractors or suppliers for a particular raw material, product or service. In particular, in the aircraft industry, most vendor parts are certified by the regulatory agencies as part of the overall Type Certificate for the aircraft being produced by the manufacturer. If a vendor does not or cannot supply its parts, then the manufacturer's production line may be stopped until the manufacturer can design, manufacture and certify a similar part itself or identify and certify another similar vendor's part, resulting in significant delays in the completion of aircraft. Such events may adversely affect our financial results, damage our reputation and relationships with our customers, and result in regulatory actions and/or litigation.

## We are subject to the risks of doing business in foreign countries that could adversely impact our business.

During 2020, we derived approximately 32% of our revenues from international business, including U.S. exports. Conducting business internationally exposes us to additional risks than if we conducted our business solely within the U.S. We maintain manufacturing facilities, service centers, supply centers and other facilities worldwide, including in various emerging market countries. Risks related to international operations include import, export, economic sanctions and other trade restrictions; changing U.S. and foreign procurement policies and practices; changes in international trade policies, including higher tariffs on imported goods and materials and renegotiation of free trade agreements; potential retaliatory tariffs imposed by foreign countries against U.S. goods; impacts related to the voluntary exit of the United Kingdom from the European Union (Brexit); restrictions on technology transfer; difficulties in protecting intellectual property; increasing complexity of employment and environmental, health and safety regulations; foreign investment laws; exchange controls; repatriation of earnings or cash settlement challenges; compliance with increasingly rigorous data privacy and protection laws; competition from foreign and multinational firms with home country advantages; economic and government instability, acts of terrorism and related safety concerns. The impact of any one or more of these or other factors could adversely affect our business, financial condition or operating results.

Additionally, some international government customers require contractors to agree to specific in-country purchases, technology transfers, manufacturing agreements or financial support arrangements, known as offsets, as a condition for a contract award. These contracts generally extend over several years and may include penalties if we fail to perform in accordance with the offset requirements which are often subjective. We also are exposed to risks associated with using foreign representatives and consultants for international sales and operations and teaming with international subcontractors and suppliers in connection with international programs. In many foreign countries, particularly in those with developing economies, it is common to engage in business practices that are prohibited by laws and regulations applicable to us, such as the Foreign Corrupt Practices Act. Although we maintain policies and procedures designed to facilitate compliance with these laws, a violation of such laws by any of our international representatives, consultants, joint ventures, business partners, subcontractors or suppliers, even if prohibited by our policies, could have an adverse effect on our business and reputation.

# Natural disasters or other events outside of our control may disrupt our operations, adversely affect our results of operations and financial condition, and may not be fully covered by insurance.

Natural disasters, including hurricanes, fires, tornados, floods and other forms of severe weather, the intensity and frequency of which are being exacerbated by climate change, other impacts of climate change, such as rising sea waters, as well as other events outside of our control including public health crises or pandemics, power outages and industrial accidents, have in the past and could in the future disrupt our operations and adversely affect our business. Any of these events could result in physical damage to and/or complete or partial closure of one or more of our facilities, temporary or long-term disruption of our operations or the operations of our suppliers by causing business interruptions or by impacting the availability and cost of materials needed for manufacturing or otherwise impacting our ability to deliver products and services to our customers. Existing insurance arrangements may not provide full protection for the costs that may arise from such events. The occurrence of any of these events could materially increase our costs and expenses and have a material adverse effect on our business, financial condition and results of operations.

#### Financial Risks

# If our Finance segment has difficulty collecting on its finance receivables, our financial performance could be adversely affected.

The financial performance of our Finance segment depends on the quality of loans, leases and other assets in its portfolio. Portfolio quality can be adversely affected by several factors, including finance receivable underwriting procedures, collateral value, geographic or industry concentrations, and the effect of general economic conditions such as the recent deterioration of the economy due to the impact from the COVID-19 pandemic. The pandemic has resulted in disruptions in the ability of many of our customers to conduct business effectively because of illness, quarantines, government shut-down orders, facility closures, reduced customer demand or other restrictions. As a result, our Finance segment has modified a significant number of the loans in its portfolio in order to provide temporary payment relief to its customers. In addition, the Finance segment has provided extended payment relief to certain customers. These modifications will delay our ultimate recovery on these assets. In addition, a substantial number of the originations in our finance receivable portfolio are cross-border transactions for aircraft sold outside of the U.S. Cross-border transactions present additional challenges and risks in the event of borrower default, which can result in difficulty or delay in collecting on the related finance receivables. Should current economic conditions persist or worsen, our

Finance segment may have difficulty successfully collecting on its finance receivable portfolio, and as a result our cash flow, results of operations and financial condition could be adversely affected.

## We periodically need to obtain financing and such financing may not be available to us on satisfactory terms, if at all.

We periodically need to obtain financing in order to meet our debt obligations as they come due, to support our operations and/or to make acquisitions. Our access to the debt capital markets and the cost of borrowings are affected by a number of factors including market conditions and the strength of our credit ratings. If we cannot obtain adequate sources of credit on favorable terms, or at all, our business, operating results, and financial condition could be adversely affected.

## Unanticipated changes in our tax rates or exposure to additional income tax liabilities could affect our profitability.

We are subject to income taxes in the U.S. and various non-U.S. jurisdictions, and our domestic and international tax liabilities are subject to the location of income among these different jurisdictions. Our effective tax rate could be adversely affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, changes in the amount of earnings indefinitely reinvested offshore, changes to unrecognized tax benefits or changes in tax laws, which could affect our profitability. In particular, the carrying value of deferred tax assets is dependent on our ability to generate future taxable income, as well as changes to applicable statutory tax rates. In addition, the amount of income taxes we pay is subject to audits in various jurisdictions, and a material assessment by a tax authority could affect our profitability.

## Risks Related to Regulatory and Legal Matters

## We are subject to increasing compliance risks that could adversely affect our operating results.

As a global business, we are subject to laws and regulations in the U.S. and other countries in which we operate. International sales and global operations require importing and exporting goods, software and technology, some of which have military applications subjecting them to more stringent import-export controls across international borders on a regular basis. For example, we sometimes initially must obtain licenses and authorizations from various U.S. Government agencies before we are permitted to sell certain of our aerospace and defense products outside the U.S., and we are not always successful in obtaining these licenses or authorizations in a timely manner. Both U.S. and foreign laws and regulations applicable to us have been increasing in scope and complexity. For example, both U.S. and foreign governments and government agencies regulate the aviation industry, and they have previously and may in the future impose new regulations for additional aircraft security or other requirements or restrictions, including, for example, restrictions and/or fees related to carbon emissions levels. Changes in environmental and climate change laws and regulations, including laws relating to greenhouse gas emissions, could lead to the necessity for new or additional investment in product designs or manufacturing processes and could increase environmental compliance expenditures, including costs to defend regulatory reviews. New or changing laws and regulations or related interpretation and policies could increase our costs of doing business, affect how we conduct our operations, adversely impact demand for our products, and/or limit our ability to sell our products and services. Compliance with laws and regulations of increasing scope and complexity is even more challenging in our current business environment in which reducing our operating costs is often necessary to remain competitive. In addition, a violation of U.S. and/or foreign laws by one of our employees or business partners could subject us or our employees to civil or criminal penalties, including material monetary fines, or other adverse actions, such as denial of import or export privileges and/or debarment as a government contractor which could damage our reputation and have an adverse effect on our business.

## Certain of our products are subject to laws regulating consumer products and could be subject to repurchase or recall as a result of safety issues.

As a distributor of consumer products in the U.S., certain of our products are subject to the Consumer Product Safety Act, which empowers the U.S. Consumer Product Safety Commission (CPSC) to exclude from the market products that are found to be unsafe or hazardous. Under certain circumstances, the CPSC could require us to repair, replace or refund the purchase price of one or more of our products, or potentially even discontinue entire product lines. We also may voluntarily take such action and, from time to time, have done so, but within strictures recommended by the CPSC. The CPSC also can impose fines or penalties on a manufacturer for non-compliance with its requirements. Furthermore, failure to timely notify the CPSC of a potential safety hazard can result in significant fines being assessed against us. Any repurchases or recalls of our products or an imposition of fines or penalties could be costly to us and could damage the reputation or the value of our brands. Additionally, laws regulating certain consumer products exist in some states, as well as in other countries in which we sell our products, and more restrictive laws and regulations could be adopted in the future.

## Increased regulation related to global climate change could negatively affect our business.

Increased public awareness and concern regarding global climate change may result in more international, regional and/or federal requirements to reduce or mitigate global warming and these regulations could mandate stricter limits on greenhouse gas emissions. If environmental or climate change laws or regulations are either changed or adopted and impose significant operational restrictions and compliance requirements upon our business or our products, they could negatively impact our business, capital expenditures, results of operations, financial condition and competitive position.

#### We are subject to legal proceedings and other claims.

We are subject to legal proceedings and other claims arising out of the conduct of our business, including proceedings and claims relating to commercial and financial transactions; government contracts; alleged lack of compliance with applicable laws and regulations; production partners; product liability; patent and trademark infringement; employment disputes; and environmental, safety and health matters. Due to the nature of our manufacturing business, we are regularly subject to liability claims arising from accidents involving our products, including claims for serious personal injuries or death caused by weather or by pilot, driver or user error. In the case of litigation matters for which reserves have not been established because the loss is not deemed probable, it is reasonably possible that such claims could be decided against us and could require us to pay damages or make other expenditures in amounts that are not presently estimable. In addition, we cannot be certain that our reserves are adequate and that our insurance coverage will be sufficient to cover one or more substantial claims. Furthermore, we may not be able to obtain insurance coverage at acceptable levels and costs in the future. Litigation is inherently unpredictable, and we could incur judgments, receive adverse arbitration awards or enter into settlements for current or future claims that could adversely affect our results of operations in any particular period.

# Intellectual property infringement claims of others and the inability to protect our intellectual property rights could harm our business and our customers.

Intellectual property infringement claims are, from time to time, asserted by third parties against us or our customers. Any related indemnification payments or legal costs we are obliged to pay on behalf of our businesses, our customers or other third parties can be costly. Infringement claims also have resulted in legal restrictions on our businesses engaging in sales of allegedly infringing products. If such a restriction were imposed upon a material product line, our business and results of operations could be adversely impacted. In addition, we own the rights to many patents, trademarks, brand names, trade names and trade secrets that are important to our business. The inability to enforce these intellectual property rights could have an adverse effect on our results of operations. Additionally, our intellectual property could be at risk due to cybersecurity threats.

## Risks Related to Human Capital

## Our success is highly dependent on our ability to maintain a qualified workforce.

Our success is highly dependent upon our ability to maintain a workforce with the skills necessary for our businesses to succeed. We need highly skilled personnel in multiple areas including, among others, engineering, manufacturing, information technology, cybersecurity, flight operations, business development and strategy and management. From time to time we face challenges that may impact employee retention such as workforce reductions and facility consolidations and closures. In addition, some of our most experienced employees are retirement-eligible. To the extent that we lose experienced personnel through retirement or otherwise, it is critical for us to develop other employees, hire new qualified employees and successfully manage the transfer of critical knowledge. Competition for skilled employees is intense, and we may incur higher labor, recruiting and/or training costs in order to attract and retain employees with the requisite skills. We may not be successful in hiring or retaining such employees which could adversely impact our business and results of operations.

## The increasing costs of certain employee and retiree benefits could adversely affect our results.

Our results of operations and cash flows may be adversely impacted by increasing costs and funding requirements related to our employee benefit plans. The obligation for our defined benefit pension plans is driven by, among other things, our assumptions of the expected long-term rate of return on plan assets and the discount rate used for future payment obligations. Additionally, as part of our annual evaluation of these plans, significant changes in our assumptions, due to changes in economic, legislative and/or demographic experience or circumstances, or changes in our actual investment returns could negatively impact the funded status of our plans requiring us to substantially increase our pension liability with a resulting decrease in shareholders' equity. Also, changes in pension legislation and regulations could increase the cost associated with our defined benefit pension plans.

#### Our business could be adversely affected by strikes or work stoppages and other labor issues.

Approximately 6,800, or 28%, of our U.S. employees are unionized, and many of our non-U.S. employees are represented by organized councils. As a result, from time to time we experience work stoppages, which can negatively impact our ability to manufacture our products on a timely basis, resulting in strain on our relationships with our customers, loss or delay of revenues and/or increased cost. The presence of unions also may limit our flexibility in responding to competitive pressures in the marketplace. In addition, the workforces of many of our suppliers and customers are represented by labor unions. Work stoppages or strikes at the plants of our key suppliers could disrupt our manufacturing processes; similar actions at the plants of our customers could result in delayed or canceled orders for our products. Any of these events could adversely affect our results of operations.

#### **Item 1B. Unresolved Staff Comments**

None.

## **Item 2. Properties**

On January 2, 2021, we operated a total of 54 plants located throughout the U.S. and 49 plants outside the U.S. We own 59 plants and lease the remainder for a total manufacturing space of approximately 23.9 million square feet. We consider the productive capacity of the plants operated by each of our business segments to be adequate. We also own or lease offices, warehouses, training and service centers and other space at various locations. In general, our facilities are in good condition, are considered to be adequate for the uses to which they are being put and are substantially in regular use.

## **Item 3. Legal Proceedings**

As previously reported in Textron's Annual Report on Form 10-K for the fiscal year ended January 4, 2020, on August 22, 2019, a purported shareholder class action lawsuit was filed in the United States District Court in the Southern District of New York against Textron, its Chairman and Chief Executive Officer and its Chief Financial Officer. The suit, filed by Building Trades Pension Fund of Western Pennsylvania, alleges that the defendants violated the federal securities laws by making materially false and misleading statements and concealing material adverse facts related to the Arctic Cat acquisition and integration. The complaint seeks unspecified compensatory damages. On November 12, 2019, the Court appointed IWA Forest Industry Pension Fund (IWA) as the sole lead plaintiff in the case. On December 24, 2019, IWA filed an Amended Complaint in the now entitled In re Textron Inc. Securities Litigation. On February 14, 2020, IWA filed a Second Amended Complaint, and on March 6, 2020, Textron filed a motion to dismiss the Second Amended Complaint. On July 20, 2020, the Court granted Textron's motion to dismiss and closed the case. On August 18, 2020, plaintiffs filed a notice of appeal contesting the dismissal, which Textron has opposed. That appeal remains pending.

As previously reported in Textron's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, on February 7, 2012, a lawsuit was filed in the United States Bankruptcy Court, Northern District of Ohio, Eastern Division (Akron) by Brian A. Bash, Chapter 7 Trustee for Fair Finance Company against Textron Financial Corporation (TFC), Fortress Credit Corp. and Fair Facility I, LLC. TFC provided a revolving line of credit of up to \$17.5 million to Fair Finance Company from 2002 through 2007. The complaint alleges numerous counts against TFC, as Fair Finance Company's working capital lender, including receipt of fraudulent transfers and assisting in fraud perpetrated on Fair Finance investors. The Trustee seeks avoidance and recovery of alleged fraudulent transfers in the amount of \$316 million as well as damages of \$223 million on the other claims. On November 9, 2012, the Court dismissed all claims against TFC. The trustee appealed, and on August 23, 2016, the 6th Circuit Court of Appeals reversed the dismissal in part and remanded certain claims back to the trial court. On September 27, 2018, after reconsidering the remanded claims which were based upon civil conspiracy and intentional fraudulent transfer, the trial court granted partial summary judgment in favor of TFC, dismissing the Trustee's civil conspiracy claim, as well as a portion of the Trustee's claim for intentional fraudulent transfer, leaving only a portion of the intentional fraudulent transfer claim to be adjudicated. A trial for this matter was held in February 2020, and on March 10, 2020, the jury returned a verdict in favor of TFC and against the Trustee. On the same day, the Court entered judgment in TFC's favor. On March 23, 2020, the Trustee filed a notice of appeal, which Textron has opposed. That appeal remains pending.

We also are subject to actual and threatened legal proceedings and other claims arising out of the conduct of our business, including proceedings and claims relating to commercial and financial transactions; government contracts; alleged lack of compliance with applicable laws and regulations; production partners; product liability; patent and trademark infringement; employment disputes; and environmental, health and safety matters. Some of these legal proceedings and claims seek damages, fines or penalties in substantial amounts or remediation of environmental contamination. As a government contractor, we are subject to audits, reviews and investigations to determine whether our operations are being conducted in accordance with applicable regulatory requirements. Under federal government procurement regulations, certain claims brought by the U.S. Government could result in our suspension or debarment from U.S. Government contracting for a period of time. On the basis of information presently available, we do not believe that existing proceedings and claims will have a material effect on our financial position or results of operations.

## **Item 4. Mine Safety Disclosures**

Not applicable.

#### PART II

# Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

The principal market on which our common stock is traded is the New York Stock Exchange under the symbol "TXT." At January 2, 2021, there were approximately 7,600 record holders of Textron common stock.

## **Issuer Repurchases of Equity Securities**

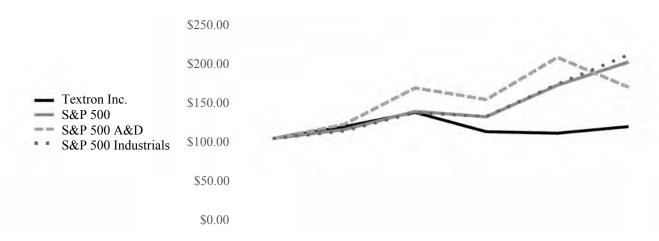
The following provides information about our fourth quarter 2020 repurchases of equity securities that are registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended:

Period (shares in thousands)	Total Number of Shares Purchased *	Average Price Paid per Share (excluding commissions)	Total Number of Shares Purchased as part of Publicly Announced Plan *	Maximum Number of Shares that may yet be Purchased under the Plan
October 4, 2020 – November 7, 2020	75	\$ 38.60	75	24,050
November 8, 2020 – December 5, 2020	1,205	43.56	1,205	22,845
December 6, 2020 – January 2, 2021	1,555	47.49	1,555	21,290
Total	2,835	\$ 45.58	2,835	

<sup>\*</sup> These shares were purchased pursuant to a plan authorizing the repurchase of up to 25 million shares of Textron common stock that was announced on February 25,2020, which had no expiration date.

## **Stock Performance Graph**

The following graph compares the total return on a cumulative basis at the end of each year of \$100 invested in our common stock on December 31, 2015 with the Standard & Poor's (S&P) 500 Stock Index, the S&P 500 Aerospace & Defense (A&D) Index and the S&P 500 Industrials Index, all of which include Textron. The values calculated assume dividend reinvestment.



	2015	2016	2017	2018	2019	2020
Textron Inc.	\$ 100.00 \$	115.82 \$	135.19 \$	109.20 \$	107.20 \$	116.07
S&P 500	100.00	111.96	136.40	129.31	171.74	203.04
S&P 500 A&D	100.00	118.90	168.11	152.51	209.19	169.05
S&P 500 Industrials	100.00	110.12	134.97	129.69	173.16	212.71

Item 6. Selected Financial Data

Textron Aviation
Bell
Textron Systems
Name
Finance
Total revenues
Segment profit   Textron Aviation   S
Textron Aviation         \$ 16         449         445         303         389           Bell         462         435         425         415         386           Textron Systems         152         141         156         139         186           Industrial         111         217         218         290         329           Finance         10         28         23         22         19           Total segment profit         (122)         (110)         (119)         (132)         (172)           Corporate expenses and other, net         (142)         (140)         (119)         (132)         (172)           Interest expense, net for Manufacturing group         (145)         (146)         (135)         (145)         (138)           Special charges (b)         (147)         (72)         (73)         (130)         (123)           Inventory charge (c)         (55)         —
Bell         462         435         425         415         386           Textron Systems         152         141         156         139         186           Industrial         111         217         218         290         329           Finance         10         28         23         22         19           Total segment profit         751         1,270         1,267         1,169         1,309           Corporate expenses and other, net         (122)         (110)         (119)         (132)         (172)           Interest expense, net for Manufacturing group         (145)         (146)         (135)         (145)         (138)           Special charges (b)         (55)
Textron Systems
Industrial
Finance         10         28         23         22         19           Total segment profit         751         1,270         1,267         1,169         1,309           Corporate expenses and other, net         (122)         (110)         (119)         (132)         (172)           Interest expense, net for Manufacturing group         (145)         (146)         (135)         (143)         (138)           Special charges (b)         (147)         (72)         (73)         (130)         (123)           Inventory charge (c)         (55)         —
Total segment profit         751         1,270         1,267         1,169         1,309           Corporate expenses and other, net         (122)         (110)         (119)         (132)         (172)           Interest expense, net for Manufacturing group         (145)         (146)         (135)         (145)         (138)           Special charges (b)         (147)         (72)         (73)         (130)         (123)           Inventory charge (c)         (55)         —         —         —         —         —           Gain on business disposition (d)         —         —         444         —         —           Income tax (expense) benefit (e)         27         (127)         (162)         (456)         (33)           Income from continuing operations         \$ 309         \$ 815         \$ 1,222         306         \$ 843           Earnings per share         —         continuing operations         \$ 1.35         \$ 3.52         \$ 4.88         \$ 1.15         \$ 3.11           Diluted earnings per share — continuing operations         \$ 1.35         \$ 3.52         \$ 4.88         \$ 1.14         \$ 3.09           Basic average shares outstanding (in thousands)         228,536         231,315         250,196         266,380
Corporate expenses and other, net
Interest expense, net for Manufacturing group   (145)   (146)   (135)   (145)   (138)
Special charges (b)
Inventory charge (c)
Gain on business disposition (d)         —         —         4444         —         —           Income tax (expense) benefit (e)         27         (127)         (162)         (456)         (33)           Income from continuing operations         \$ 309         \$ 815         \$ 1,222         \$ 306         \$ 843           Earnings per share         Basic earnings per share — continuing operations         \$ 1.35         \$ 3.52         \$ 4.88         \$ 1.15         \$ 3.11           Diluted earnings per share — continuing operations         \$ 1.35         \$ 3.50         \$ 4.83         \$ 1.14         \$ 3.09           Basic average shares outstanding (in thousands)         228,536         231,315         250,196         266,380         270,774           Diluted average shares outstanding (in thousands)         228,979         232,709         253,237         268,750         272,365           Common stock information         5         0.08
Income tax (expense) benefit (e)   27
Theome from continuing operations   \$ 309
Earnings per share         Basic earnings per share — continuing operations         \$ 1.35 \$ 3.52 \$ 4.88 \$ 1.15 \$ 3.11           Diluted earnings per share — continuing operations         \$ 1.35 \$ 3.50 \$ 4.83 \$ 1.14 \$ 3.09           Basic average shares outstanding (in thousands)         228,536 231,315 250,196 266,380 270,774           Diluted average shares outstanding (in thousands)         228,979 232,709 253,237 268,750 272,365           Common stock information         5 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08           Book value at year-end         \$ 25.81 \$ 24.21 \$ 22.04 \$ 21.60 \$ 20.62           Price at year-end         \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56           Financial position         Total assets         \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358           Manufacturing group debt         \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777           Finance group debt         \$ 662 \$ 686 \$ 718 \$ 824 \$ 903           Shareholders' equity         \$ 5,845 \$ 5,518 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Basic earnings per share — continuing operations       \$ 1.35 \$ 3.52 \$ 4.88 \$ 1.15 \$ 3.11         Diluted earnings per share — continuing operations       \$ 1.35 \$ 3.50 \$ 4.83 \$ 1.14 \$ 3.09         Basic average shares outstanding (in thousands)       \$ 228,536 \$ 231,315 \$ 250,196 \$ 266,380 \$ 270,774         Diluted average shares outstanding (in thousands)       \$ 228,979 \$ 232,709 \$ 253,237 \$ 268,750 \$ 272,365         Common stock information       \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08         Book value at year-end       \$ 25,81 \$ 24,21 \$ 22.04 \$ 21.60 \$ 20.62         Price at year-end       \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56         Financial position         Total assets       \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358         Manufacturing group debt       \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777         Finance group debt       \$ 662 \$ 686 \$ 718 \$ 824 \$ 903         Shareholders' equity       \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Diluted earnings per share — continuing operations       \$ 1.35 \$ 3.50 \$ 4.83 \$ 1.14 \$ 3.09         Basic average shares outstanding (in thousands)       228,536 231,315 250,196 266,380 270,774         Diluted average shares outstanding (in thousands)       228,979 232,709 253,237 268,750 272,365         Common stock information       0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08         Dividends declared per share       \$ 0.08 \$ 25.81 \$ 24.21 \$ 22.04 \$ 21.60 \$ 20.62         Price at year-end       \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56         Financial position       Total assets       \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358         Manufacturing group debt       \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777         Finance group debt       \$ 662 \$ 686 \$ 718 \$ 824 \$ 903         Shareholders' equity       \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Basic average shares outstanding (in thousands)         228,536         231,315         250,196         266,380         270,774           Diluted average shares outstanding (in thousands)         228,979         232,709         253,237         268,750         272,365           Common stock information           Dividends declared per share         \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08         0.08 \$ 0.08
Diluted average shares outstanding (in thousands)         228,979         232,709         253,237         268,750         272,365           Common stock information         Dividends declared per share         \$ 0.08 \$
Common stock information           Dividends declared per share         \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08           Book value at year-end         \$ 25.81 \$ 24.21 \$ 22.04 \$ 21.60 \$ 20.62           Price at year-end         \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56           Financial position           Total assets         \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358           Manufacturing group debt         \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777           Finance group debt         \$ 662 \$ 686 \$ 718 \$ 824 \$ 903           Shareholders' equity         \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Dividends declared per share         \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08 \$ 0.08           Book value at year-end         \$ 25.81 \$ 24.21 \$ 22.04 \$ 21.60 \$ 20.62           Price at year-end         \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56           Financial position           Total assets         \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358           Manufacturing group debt         \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777           Finance group debt         \$ 662 \$ 686 \$ 718 \$ 824 \$ 903           Shareholders' equity         \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Book value at year-end       \$ 25.81 \$ 24.21 \$ 22.04 \$ 21.60 \$ 20.62         Price at year-end       \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56         Financial position       Total assets       \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358         Manufacturing group debt       \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777         Finance group debt       \$ 662 \$ 686 \$ 718 \$ 824 \$ 903         Shareholders' equity       \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Price at year-end         \$ 48.33 \$ 44.74 \$ 45.65 \$ 56.59 \$ 48.56           Financial position         Total assets         \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358           Manufacturing group debt         \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777           Finance group debt         \$ 662 \$ 686 \$ 718 \$ 824 \$ 903           Shareholders' equity         \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Financial position           Total assets         \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358           Manufacturing group debt         \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777           Finance group debt         \$ 662 \$ 686 \$ 718 \$ 824 \$ 903           Shareholders' equity         \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Total assets       \$ 15,443 \$ 15,018 \$ 14,264 \$ 15,340 \$ 15,358         Manufacturing group debt       \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777         Finance group debt       \$ 662 \$ 686 \$ 718 \$ 824 \$ 903         Shareholders' equity       \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Manufacturing group debt       \$ 3,707 \$ 3,124 \$ 3,066 \$ 3,088 \$ 2,777         Finance group debt       \$ 662 \$ 686 \$ 718 \$ 824 \$ 903         Shareholders' equity       \$ 5,845 \$ 5,518 \$ 5,192 \$ 5,647 \$ 5,574
Finance group debt       \$ 662 \$       686 \$       718 \$       824 \$       903         Shareholders' equity       \$ 5,845 \$       5,518 \$       5,192 \$       5,647 \$       5,574
Finance group debt       \$ 662 \$       686 \$       718 \$       824 \$       903         Shareholders' equity       \$ 5,845 \$       5,518 \$       5,192 \$       5,647 \$       5,574
, , , , , , , , , , , , , , , , , , ,
Manufacturing group debt-to-capital (net of cash) 21% 26% 29% 26% 23%
Manufacturing group debt-to-capital 39% 36% 37% 35% 33%
Investment data
Capital expenditures \$ 317 \$ 339 \$ 369 \$ 423 \$ 446
Manufacturing group depreciation \$ 325 \$ 346 \$ 358 \$ 362 \$

<sup>(</sup>a) At the beginning of 2018, we adopted ASC 606 using a modified retrospective basis and as a result, the comparative information has not been restated and is reported under the accounting standards in effect for these years.

<sup>(</sup>b) In 2020, special charges included \$108 million recorded under a restructuring plan, primarily impacting the TRU Simulation + Training (TRU) business within the Textron Systems segment, and the Textron Aviation and Industrial segments, and \$39 million of charges related to the impairment of indefinite-lived trade name intangible assets, primarily in the Textron Aviation segment. In 2019, \$72 million was recorded under a restructuring plan principally impacting the Industrial and Textron Aviation segments. In 2018, \$73 million was recorded under a restructuring plan for the Specialized Vehicles businesses within our Industrial segment. In 2017 and 2016, special charges included \$90 million and \$123 million, respectively, related to our 2016 restructuring plan and \$40 million in 2017, for a restructuring plan related to the Arctic Cat acquisition.

<sup>(</sup>c) In connection with the 2020 restructuring plan, we ceased manufacturing at TRU's facility in Montreal, Canada, resulting in the production suspension of its commercial air transport simulators. As a result of market conditions and the cessation of manufacturing at this facility, we incurred a \$55 million charge to write-down the related inventory to its net realizable value.

<sup>(</sup>d) In 2018, we completed the sale of the Tools and Test Equipment product line which resulted in an after-tax gain of \$419 million.

<sup>(</sup>e) In 2017, income tax expense included a \$266 million charge to reflect our provisional estimate of the net impact of the Tax Cuts and Jobs Act. We completed our analysis of this legislation in the fourth quarter of 2018 and recorded a \$14 million benefit. In 2016, we recognized a benefit of \$319 million, inclusive of interest, of which \$206 million is attributable to continuing operations and \$113 million is attributable to discontinued operations. This benefit was a result of the final settlement with the Internal Revenue Service Office of Appeals for our 1998 to 2008 tax years.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

## Overview

During 2020, the global pandemic caused by the novel coronavirus, known as "COVID-19", led to worldwide facility closures, workforce disruptions, supply chain destabilizations, reduced demand for many products and services, volatility in the capital markets and uncertainty in the economic outlook. Our operations experienced and continue to experience various degrees of disruption due to the unprecedented conditions surrounding the pandemic. While some of our commercial manufacturing facilities had temporarily closed during the first quarter of 2020 through the latter part of the second quarter due to reduced demand for certain of our products, substantially all manufacturing activities had resumed in the third quarter. In the second half of the year, our commercial businesses have generally experienced an increase in customer demand compared with the first half of 2020. However, demand has not returned to pre-pandemic levels.

In the first quarter of 2020, following the onset of the pandemic, we strengthened our cash position by issuing \$650 million in senior debt and by borrowing \$500 million under a new 364-Day Term Loan Credit Agreement. We also temporarily suspended share repurchases and took other measures to reduce costs and conserve cash, including employee furloughs at many of our commercial businesses and at corporate headquarters, reducing capital expenditures and delaying certain research and development projects. In the second quarter, we continued most of the measures taken in the first quarter to reduce costs and conserve cash and initiated a restructuring plan at certain of our businesses to further reduce costs. During the remainder of the year, we continued our focus on managing our businesses through the impacts of the pandemic while investing in future products and technologies. Key financial highlights for 2020 include:

- Generated \$833 million of net cash from operating activities from our manufacturing businesses.
- Maintained a strong cash position with \$2.3 billion in cash and equivalents at the end of the year.
- Invested \$317 million in capital expenditures and \$549 million in research and development projects.
- Repurchased 4.1 million shares of our common stock.

While we expect our commercial businesses, which have been adversely impacted by the pandemic, to slowly recover with the broader economic recovery, we cannot reasonably estimate when customer demand for our products and services may return to pre-pandemic levels. There are many uncertainties regarding the pandemic, and we continue to closely monitor the impact of the pandemic on all aspects of our business, including how it is impacting our customers, employees, suppliers, vendors, business partners and distribution channels. See Item 1A. Risk Factors for additional risks and uncertainties related to the pandemic's impact on our business. The ultimate extent of the effects of the pandemic on the company and our consolidated financial position is uncertain and will depend on future developments, including the length and severity of the pandemic, and such effects could exist for an extended period of time, even after the pandemic ends.

For an overview of our business segments, including a discussion of our major products and services, refer to Item 1. Business. A discussion of our financial condition and operating results for 2020 compared with 2019 is provided below, while a discussion of 2019 compared with 2018 can be found in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Annual Report on Form 10-K for the year ended January 4, 2020. The following discussion should be read in conjunction with our Consolidated Financial Statements and related Notes included in Item 8. Financial Statements and Supplementary Data.

# **Consolidated Results of Operations**

						% Change		
(Dollars in millions)		2020		2019		2018	2020	2019
Revenues	\$	11,651	\$	13,630	\$	13,972	(15)%	(2)%
Cost of sales		10,094		11,406		11,594	(12)%	(2)%
Gross margin as a percentage of Manufacturing revenues		13.0%		15.9%		16.6%		
Selling and administrative expense		1,045		1,152		1,275	(9)%	(10)%
Interest expense		166		171		166	(3)%	3%

#### Revenues

Revenues decreased \$2.0 billion, 15%, in 2020, compared with 2019. The revenue decrease included the following factors:

- Textron Aviation revenues were lower by \$1.2 billion, largely due to lower Citation jet and commercial turboprop volume of \$916 million, reflecting a decline in demand related to the pandemic, and lower aftermarket volume of \$337 million, reflecting lower aircraft utilization resulting from the pandemic.
- Industrial revenues were lower by \$798 million, largely due to lower volume in the Fuel Systems and Functional Components product line, primarily due to manufacturing facility closures in the first half of 2020, and lower volume and mix in the Specialized Vehicles product line, primarily reflecting a decline in demand related to the pandemic.
- Bell revenues were higher by \$55 million, due to higher military revenues of \$225 million, largely reflecting spares and logistics support, partially offset by lower commercial revenues.

## Cost of Sales and Selling and Administrative Expense

Cost of sales decreased \$1.3 billion, 12%, in 2020, compared with 2019, largely due to lower net volume and mix described above. The decrease in cost of sales was partially offset by idle facility costs of \$142 million, primarily at the Textron Aviation segment, reflecting unfavorable absorption of manufacturing costs attributable to abnormally low production levels resulting from the pandemic and temporary manufacturing facility closures, and a \$55 million inventory charge related to the TRU business discussed in Note 17 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data. Gross margin as a percentage of Manufacturing revenues decreased 290 basis points in 2020, compared with 2019, primarily due to lower margin at the Textron Aviation segment reflecting unfavorable impacts from the pandemic, including the idle facility costs and inventory valuation charges.

Selling and administrative expense decreased \$107 million, 9%, in 2020, compared with 2019, primarily due to cost reduction activities across our manufacturing segments, principally at the Textron Aviation and Industrial segments.

## **Special Charges**

Special charges of \$147 million and \$72 million in 2020 and 2019, respectively, primarily include restructuring activities and intangible asset impairment charges as described in Note 17 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data.

#### **Income Taxes**

	2020	2019	2018
Effective tax rate	(9.6%)	13.5%	11.7%

In 2020, the effective tax rate of (9.6)% was lower than the U.S. federal statutory tax rate of 21%, primarily due to an audit settlement with respect to certain state income tax returns that resulted in a \$52 million benefit and the favorable impact of research credits. In 2019, the effective tax rate of 13.5% was lower than the U.S. federal statutory tax rate of 21%, primarily due to \$61 million in benefits recognized for additional tax credits related to prior years as a result of the completion of a research and development tax credit analysis.

For a full reconciliation of our effective tax rate to the U.S. federal statutory tax rate, see Note 18 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data.

## **Segment Analysis**

We operate in, and report financial information for, the following five business segments: Textron Aviation, Bell, Textron Systems, Industrial and Finance. Segment profit is an important measure used for evaluating performance and for decisionmaking purposes. Segment profit for the manufacturing segments excludes interest expense, certain corporate expenses, gains/ losses on major business dispositions, special charges and an inventory charge related to the 2020 COVID-19 restructuring plan, as discussed in Note 17 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data. The measurement for the Finance segment includes interest income and expense along with intercompany interest income and expense. Operating expenses for the Manufacturing segments include cost of sales, selling and administrative expense and other non-service components of net periodic benefit cost/(credit), and exclude certain corporate expenses and special charges.

In our discussion of comparative results for the Manufacturing group, changes in revenues and segment profit for our commercial businesses typically are expressed in terms of volume and mix, pricing, foreign exchange, acquisitions and dispositions, inflation and performance. For revenues, volume and mix represents changes in revenues from increases or decreases in the number of units delivered or services provided and the composition of products and/or services sold. For segment profit, volume and mix represents a change due to the number of units delivered or services provided and the composition of products and/or services

sold at different profit margins. Pricing represents changes in unit pricing. Foreign exchange is the change resulting from translating foreign-denominated amounts into U.S. dollars at exchange rates that are different from the prior period. Revenues generated by acquired businesses are reflected in Acquisitions for a twelve-month period, while reductions in revenues and segment profit from the sale of businesses are reflected as Dispositions. Inflation represents higher material, wages, benefits, pension service cost or other costs. Performance reflects an increase or decrease in research and development, depreciation, selling and administrative costs, warranty, product liability, quality/scrap, labor efficiency, overhead, non-service pension cost/ (credit), product line profitability, start-up, ramp up and cost-reduction initiatives or other manufacturing inputs.

Approximately 30% of our 2020 revenues were derived from contracts with the U.S. Government, including those under the U.S. Government-sponsored foreign military sales program. For our segments that contract with the U.S. Government, changes in revenues related to these contracts are expressed in terms of volume. Changes in segment profit for these contracts are typically expressed in terms of volume and mix and performance; these include cumulative catch-up adjustments associated with a) revisions to the transaction price that may reflect contract modifications or changes in assumptions related to award fees and other variable consideration or b) changes in the total estimated costs at completion due to improved or deteriorated operating performance.

#### **Textron Aviation**

				% Cł	nange
(Dollars in millions)	2020	2019	2018	2020	2019
Revenues:					
Aircraft	\$ 2,714	\$ 3,592	\$ 3,435	(24)%	5%
Aftermarket parts and services	1,260	1,595	1,536	(21)%	4%
Total revenues	3,974	5,187	4,971	(23)%	4%
Operating expenses	3,958	4,738	4,526	(16)%	5%
Segment profit	16	449	445	(96)%	1%
Profit margin	0.4%	8.7%	9.0%		
Backlog	\$ 1,603	\$ 1,714	\$ 1,791	(6)%	(4)%

## **Textron Aviation Revenues and Operating Expenses**

Factors contributing to the 2020 year-over-year revenue change are provided below:

	2	020 versus
(In millions)		2019
Volume and mix	\$	(1,218)
Pricing		5
Total change	\$	(1,213)

Textron Aviation's revenues decreased \$1.2 billion, 23%, in 2020, compared with 2019, largely due to lower Citation jet volume of \$688 million and lower commercial turboprop volume of \$228 million, reflecting a decline in demand related to the pandemic, and lower aftermarket volume of \$337 million, reflecting lower aircraft utilization resulting from the pandemic. We delivered 132 Citation jets and 113 commercial turboprops in 2020, compared with 206 Citation jets and 176 commercial turboprops in 2019.

Textron Aviation's operating expenses decreased \$780 million, 16%, in 2020, compared with 2019, largely due to lower volume and mix described above. A favorable impact from cost reduction activities, including employee furloughs and other actions, was more than offset by \$115 million of idle facility costs recognized in the period and higher inventory valuation charges of \$60 million, largely resulting from the pandemic. Idle facility costs reflect unfavorable absorption of manufacturing costs attributable to abnormally low production levels resulting from the pandemic and temporary manufacturing facility closures.

#### **Textron Aviation Segment Profit**

Factors contributing to 2020 year-over-year segment profit change are provided below:

	2020 versi
(In millions)	201
Volume and mix	\$ (34
Inflation and pricing	(4
Performance	(4
Total change	\$ (43

Textron Aviation's segment profit decreased \$433 million, in 2020, compared with 2019, due to the impact from lower volume and mix described above. Performance includes \$115 million of idle facility costs, described above, and higher inventory valuation charges of \$60 million, largely resulting from the pandemic, partially offset by a favorable impact from cost reduction activities described above.

#### Bell

				% Cł	ange
(Dollars in millions)	2020	2019	2018	2020	2019
Revenues:					
Military aircraft and support programs	\$ 2,213	\$ 1,988	\$ 2,030	11%	(2)%
Commercial helicopters, parts and services	1,096	1,266	1,150	(13)%	10%
Total revenues	3,309	3,254	3,180	2%	2%
Operating expenses	2,847	2,819	2,755	1%	2%
Segment profit	462	435	425	6%	2%
Profit margin	14.0%	13.4%	13.4%		
Backlog	\$ 5,342	\$ 6,902	\$ 5,837	(23)%	18%

Bell's major U.S. Government programs at this time are the V-22 tiltrotor aircraft and the H-1 helicopter platforms, which are both in the production and support stage and represent a significant portion of Bell's revenues from the U.S. Government.

## **Bell Revenues and Operating Expenses**

Factors contributing to the 2020 year-over-year revenue change are provided below:

(In millions)	2020	versus 2019
Volume and mix	\$	41
Other		14
Total change	\$	55

Bell's revenues increased \$55 million, 2%, in 2020, compared with 2019, due to higher military revenues of \$225 million, largely reflecting spares and logistics support, partially offset by lower commercial revenues. We delivered 140 commercial helicopters in 2020, compared with 201 commercial helicopters in 2019.

Bell's operating expenses increased \$28 million, 1%, in 2020, compared with 2019, primarily due to higher net volume and mix as described above.

#### **Bell Segment Profit**

Factors contributing to 2020 year-over-year segment profit change are provided below:

(In millions)	2020	versus 2019
Volume and mix	\$	16
Performance and other		11
Total change	\$	27

Bell's segment profit increased \$27 million, 6%, in 2020, compared with 2019, primarily due to the impact from higher volume and mix described above, and a favorable impact from performance and other of \$11 million. Performance and other includes

lower research and development and selling and administrative costs, partially offset by \$25 million in lower net favorable program adjustments.

#### **Bell Backlog**

Bell's backlog decreased \$1.6 billion, 23%, in 2020, primarily as a result of revenues recognized on our U.S. Government contracts in excess of new contracts received.

#### **Textron Systems**

				% Change	
(Dollars in millions)	2020	2019	2018	2020	2019
Revenues	\$ 1,313	\$ 1,325	\$ 1,464	(1)%	(9)%
Operating expenses	1,161	1,184	1,308	(2)%	(9)%
Segment profit	152	141	156	8%	(10)%
Profit margin	11.6%	10.6%	10.7%		
Backlog	\$ 2,556	\$ 1,211	\$ 1,469	111%	(18)%

## **Textron Systems Revenues and Operating Expenses**

Factors contributing to the 2020 year-over-year revenue change are provided below:

	200	20 versus
(In millions)		2019
Volume	\$	(16)
Other		4
Total change	\$	(12)

Revenues at Textron Systems decreased \$12 million in 2020, compared with 2019, primarily due to lower volume of \$36 million in the Simulation, Training and Other product line and \$29 million in the Marine and Land Systems product line, partially offset by higher volume of \$49 million in the Unmanned Systems product line. Within the Simulation, Training and Other product line, lower volume of \$107 million in the TRU Simulation + Training business, largely due to a decline in demand and order cancellations related to the pandemic, was largely offset by higher volumes at other businesses included in this product line.

Textron Systems' operating expenses decreased \$23 million, 2%, in 2020, compared with 2019, primarily due to lower net volume described above.

#### **Textron Systems Segment Profit**

Factors contributing to 2020 year-over-year segment profit change are provided below:

	2020 versus
(In millions)	2019
Volume and mix	\$ 13
Performance and other	(2)
Total change	\$ 11

Textron Systems' segment profit increased \$11 million, 8%, in 2020, compared with 2019, primarily due to favorable product mix. Performance and other includes the impact of an \$18 million gain recognized in the second quarter of 2019 related to our contribution of assets to a training business formed with FlightSafety International, Inc.

#### **Textron Systems Backlog**

Backlog at Textron Systems' increased \$1.3 billion in 2020, primarily due to new contracts received in excess of revenues recognized across all product lines.

#### Industrial

				% Cl	nange
(Dollars in millions)	2020	2019	2018	2020	2019
Revenues:					
Fuel Systems and Functional Components	\$ 1,751	\$ 2,237	\$ 2,352	(22)%	(5)%
Specialized Vehicles	1,249	1,561	1,691	(20)%	(8)%
Tools and Test Equipment	_	_	248	<u>%</u>	(100)%
Total revenues	3,000	3,798	4,291	(21)%	(11)%
Operating expenses	2,889	3,581	4,073	(19)%	(12)%
Segment profit	111	217	218	(49)%	<u>    %</u>
Profit margin	3.7%	5.7%	5.1%		

## **Industrial Revenues and Operating Expenses**

Factors contributing to the 2020 year-over-year revenue change are provided below:

	2	020 versus
(In millions)		2019
Volume and mix	\$	(817)
Foreign exchange		7
Other		12
Total change	\$	(798)

Industrial segment revenues decreased \$798 million, 21%, in 2020, compared with 2019, largely due to lower volume and mix, in both product lines. Lower volume in the Fuel Systems and Functional Components product line was primarily related to manufacturing facility closures in the first half of 2020 as a result of the pandemic. As our OEM customers reopened and resumed production, all of our manufacturing facilities had reopened by the end of the second quarter. In the Specialized Vehicles product line, lower volume and mix was primarily related to reduced demand in the ground support equipment business, which has been impacted by the reduction in global air travel, as well as reduced demand in certain consumer and commercial markets that have been impacted by the pandemic.

Operating expenses for the Industrial segment decreased \$692 million, 19%, in 2020 compared with 2019, primarily due to lower volume and mix described above.

#### **Industrial Segment Profit**

Factors contributing to 2020 year-over-year segment profit change are provided below:

(In millions)	20	020 versus
(In millions)		2019
Volume and mix	\$	(195)
Performance		61
Pricing and inflation		26
Foreign exchange		2
Total change	\$	(106)

Segment profit for the Industrial segment decreased \$106 million in 2020, compared with 2019, largely resulting from lower volume and mix described above, partially offset by favorable performance of \$61 million. Performance includes the impact from cost reduction activities, partially offset by idle facility costs of \$27 million recognized in 2020, reflecting unfavorable absorption of manufacturing costs attributable to abnormally low production levels resulting from the pandemic and temporary manufacturing facility closures.

#### **Finance**

(In millions)	20	20	2019	2018
Revenues	\$ 5	5 4	66 \$	66
Segment profit	1	0	28	23

Finance segment revenues decreased \$11 million in 2020, compared with 2019, and segment profit decreased \$18 million in 2020, compared with 2019, primarily due to higher provision for loan losses. The following table reflects information about the Finance segment's credit performance related to finance receivables.

(Dollars in millions)	January 2, 2021	January 4, 2020
Finance receivables	\$ 779	\$ 707
Allowance for credit losses	35	25
Ratio of allowance for credit losses to finance receivables	4.49%	3.54%
Nonaccrual finance receivables	93	39
Ratio of nonaccrual finance receivables to finance receivables	11.94%	5.52%
60+ days contractual delinquency	29	17
60+ days contractual delinquency as a percentage of finance receivables	3.72%	2.40%

The Finance segment has provided temporary payment relief through loan modifications at the request of certain customers and continues to work with certain customers to provide extended payment relief as needed. If the current economic conditions continue to persist or worsen, we may experience increased customer delinquencies, however, we believe our allowance for credit losses adequately covers our exposure on these loans as our estimated collateral values largely exceed the outstanding loan amounts. Loan modifications and key portfolio quality indicators are discussed in Note 4 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data.

## **Liquidity and Capital Resources**

Our financings are conducted through two separate borrowing groups. The Manufacturing group consists of Textron consolidated with its majority-owned subsidiaries that operate in the Textron Aviation, Bell, Textron Systems and Industrial segments. The Finance group, which also is the Finance segment, consists of Textron Financial Corporation and its consolidated subsidiaries. We designed this framework to enhance our borrowing power by separating the Finance group. Our Manufacturing group operations include the development, production and delivery of tangible goods and services, while our Finance group provides financial services. Due to the fundamental differences between each borrowing group's activities, investors, rating agencies and analysts use different measures to evaluate each group's performance. To support those evaluations, we present balance sheet and cash flow information for each borrowing group within the Consolidated Financial Statements.

Key information that is utilized in assessing our liquidity is summarized below:

(Dollars in millions)	January 2, 2021	January 4, 2020
Manufacturing group		
Cash and equivalents	\$ 2,146	\$ 1,181
Debt	3,707	3,124
Shareholders' equity	5,845	5,518
Capital (debt plus shareholders' equity)	9,552	8,642
Net debt (net of cash and equivalents) to capital	21%	26%
Debt to capital	39%	36%
Finance group		
Cash and equivalents	\$ 108	\$ 176
Debt	662	686

The unprecedented conditions surrounding the COVID-19 pandemic led to volatility in the capital markets and uncertainty in the economic outlook, in addition to causing various degrees of disruption in our operations. In light of these conditions, we have strengthened our cash position since the onset of the pandemic by taking various measures to reduce costs and conserve cash, and by increasing our borrowings as discussed below. Given our strengthened liquidity position and stabilization of the capital markets in the second half of 2020, we reactivated our share repurchase plan in the fourth quarter. We believe that we will have

sufficient cash to meet our needs based on our existing cash balances, the cash we expect to generate from our manufacturing operations and the availability of our existing credit facility.

#### **Credit Facilities and Other Sources of Capital**

Textron has a senior unsecured revolving credit facility for an aggregate principal amount of Textron has a senior unsecured revolving credit facility for an aggregate principal amount of \$1.0 billion, of which up to \$100 million is available for the issuance of letters of credit. We may elect to increase the aggregate amount of commitments under the facility to up to \$1.3 billion by designating an additional lender or by an existing lender agreeing to increase its commitment. The facility expires in October 2024, subject to up to two one-year extensions at our option with the consent of lenders representing a majority of the commitments under the facility. At January 2, 2021 and January 4, 2020, there were no amounts borrowed against the facility and there were \$9 million and \$10 million, respectively, of outstanding letters of credit issued under the facility.

We also maintain an effective shelf registration statement filed with the Securities and Exchange Commission that allows us to issue an unlimited amount of public debt and other securities. In March 2020, we issued \$650 million in SEC-registered fixed-rate notes due June 2030, with an annual interest rate of 3.00%. In August 2020, we issued \$500 million of SEC-registered fixed-rate notes due March 2031 with an annual interest rate of 2.45%, the proceeds of which were used to repay \$500 million of outstanding borrowings under a new 364-Day Term Loan Credit Agreement entered into in April 2020.

In September 2020, the Finance Group's \$150 million variable-rate loan due December 2020 was amended to extend its maturity date to September 2021, with an option to extend for an additional year. The annual interest rate was modified from the London interbank offered rate (LIBOR) plus 1.125% to LIBOR plus 1.55%, which is an annual interest rate of 1.70% at January 2, 2021.

#### **Manufacturing Group Cash Flows**

Cash flows from continuing operations for the Manufacturing group as presented in our Consolidated Statements of Cash Flows are summarized below:

(In millions)	2020	2019	2018
Operating activities	\$ 833 \$	960 \$	1,127
Investing activities	(277)	(329)	539
Financing activities	393	(439)	(1,738)

Cash flows from operating activities were \$833 million in 2020 compared with \$960 million in 2019, a decrease of \$127 million. The change in cash flows primarily reflected an \$893 million year over year increase in cash used to settle accounts payable. principally at the Textron Aviation segment, and lower earnings, partially offset by a \$753 million reduction in cash used for inventories, primarily at the Textron Aviation segment, a \$299 million increase in cash flows from contract assets/liabilities, primarily at the Bell segment, and other favorable improvements in working capital accounts.

Net tax payments were \$34 million and \$120 million in 2020 and 2019, respectively. Pension contributions were \$47 million and \$51 million in 2020 and 2019, respectively.

In 2020 and 2019, investing cash flows included capital expenditures of \$317 million and \$339 million, respectively. Cash flows provided by financing activities in 2020 primarily included \$1.1 billion of net proceeds from the issuance of long-term debt and \$377 million of proceeds from borrowings against corporate-owned life insurance policies. These cash inflows were partially offset by \$548 million of payments on long-term debt, \$377 million of payments on borrowings against corporate-owned life insurance policies, and \$183 million of cash paid to repurchase an aggregate of 4.1 million shares of our common stock under both a prior 2018 share repurchase plan and a 2020 share repurchase plan described below. In 2019, cash flows used in financing activities primarily included \$503 million of cash paid to repurchase an aggregate of 10.0 million shares of our outstanding common stock under a 2018 share repurchase authorization and \$252 million of payments on long-term debt, partially offset by net proceeds of \$301 million from the issuance of long-term debt.

On February 25, 2020, our Board of Directors authorized the repurchase of up to 25 million shares of our common stock. This plan allows us to opportunistically repurchase shares and to continue our practice of repurchasing shares to offset the impact of dilution from shares issued under compensation and benefit plans. The 2020 plan has no expiration date and replaced the prior 2018 share repurchase authorization.

Dividend payments to shareholders totaled \$18 million in both 2020 and 2019. In 2019, dividends of \$50 million received from the Finance group are included within cash flows from operating activities for the Manufacturing group as they represent a return on investment.

#### **Finance Group Cash Flows**

The cash flows from continuing operations for the Finance group as presented in our Consolidated Statements of Cash Flows are summarized below:

(In millions)	2020	2019	2018
Operating activities	\$ 13	\$ 34	\$ 14
Investing activities	(48)	135	99
Financing activities	(33)	(113)	(176)

The Finance group's cash flows from operating activities were \$13 million in 2020, compared with \$34 million in 2019, a decrease of \$21 million, primarily reflecting higher net tax payments and lower earnings. Cash flows from investing activities primarily included collections on finance receivables totaling \$128 million and \$277 million in 2020 and 2019, respectively, partially offset by finance receivable originations of \$195 million and \$184 million, respectively.

Cash flows used in financing activities included payments on long-term and nonrecourse debt of \$45 million and \$51 million in 2020 and 2019, respectively. Dividend payments to the Manufacturing group totaled \$50 million in 2019.

#### **Consolidated Cash Flows**

The consolidated cash flows from continuing operations, after elimination of activity between the borrowing groups, are summarized below:

(In millions)	2020	2019	2018
Operating activities	\$ 769	\$ 1,016 \$	1,109
Investing activities	(248)	(266)	620
Financing activities	360	(502)	(1,864)

Consolidated cash flows from operating activities were \$769 million in 2020, compared with \$1.0 billion in 2019, a decrease of \$247 million. The change in cash flows primarily reflected an \$893 million year over year increase in cash used to settle accounts payable, principally at the Textron Aviation segment, lower earnings, and a \$134 million net cash outflow from captive finance receivables, partially offset by a \$726 million reduction in cash used for inventories, primarily at the Textron Aviation segment, a \$299 million increase in cash flows from contract assets/liabilities, primarily at the Bell segment, and other favorable improvements in working capital accounts.

Net tax payments were \$42 million and \$121 million in 2020 and 2019, respectively. Pension contributions were \$47 million and \$51 million in 2020 and 2019, respectively.

In 2020 and 2019, investing cash flows included capital expenditures of \$317 million and \$339 million, respectively. Cash flows provided by financing activities in 2020 primarily included \$1.1 billion of net proceeds from the issuance of long-term debt and \$377 million from borrowings against corporate-owned life insurance policies. These cash inflows were partially offset by \$593 million of payments on outstanding debt, \$377 million of payments on borrowings against corporate-owned life insurance policies, and \$183 million of share repurchases. In 2019, cash flows used in financing activities primarily included \$503 million of share repurchases and \$303 million of payments on outstanding debt, partially offset by \$301 million of proceeds from the issuance of long-term debt.

#### **Captive Financing and Other Intercompany Transactions**

The Finance group provides financing primarily to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters manufactured by our Manufacturing group, otherwise known as captive financing. In the Consolidated Statements of Cash Flows, cash received from customers is reflected as operating activities when received from third parties. However, in the cash flow information provided for the separate borrowing groups, cash flows related to captive financing activities are reflected based on the operations of each group. For example, when product is sold by our Manufacturing group to a customer and is financed by the Finance group, the origination of the finance receivable is recorded within investing activities as a cash outflow in the Finance group's statement of cash flows. Meanwhile, in the Manufacturing group's statement of cash flows, the cash received from the Finance group on the customer's behalf is recorded within operating cash flows as a cash inflow. Although cash is transferred between the two borrowing groups, there is no cash transaction reported in the consolidated cash flows at the time of the original financing. These captive financing activities, along with all significant intercompany transactions, are reclassified or eliminated from the Consolidated Statements of Cash Flows.

Reclassification adjustments included in the Consolidated Statements of Cash Flows are summarized below:

(In millions)	2020	2019	2018
Reclassification adjustments from investing activities:			
Finance receivable originations for Manufacturing group inventory sales	\$ (195)	\$ (184) \$	(177)
Cash received from customers	106	229	199
Other	12	27	(4)
Total reclassification adjustments from investing activities	(77)	72	18
Reclassification adjustments from financing activities:			
Dividends received by Manufacturing group from Finance group		(50)	(50)
Total reclassification adjustments to cash flow from operating activities	\$ (77)	\$ 22 \$	(32)

Under a Support Agreement between Textron and TFC, Textron is required to maintain a controlling interest in TFC. The agreement, as amended in December 2015, also requires Textron to ensure that TFC maintains fixed charge coverage of no less than 125% and consolidated shareholders' equity of no less than \$125 million. There were no cash contributions required to be paid to TFC in 2020 and 2019 to maintain compliance with the support agreement.

## **Contractual Obligations**

## Manufacturing Group

The following table summarizes the known contractual obligations, as defined by reporting regulations, of our Manufacturing group as of January 2, 2021:

	Payments Due by Period					
				M	ore Than 5	
(In millions)	Total	Year 1	Years 2-3	Years 4-5	Years	
Debt	\$ 3,731 \$	509 \$	16 \$	718 \$	2,488	
Purchase obligations not reflected in balance sheet	3,103	2,284	774	45		
Interest on borrowings	819	134	225	194	266	
Operating leases	456	59	97	68	232	
Pension benefits for unfunded plans	440	28	54	50	308	
Postretirement benefits other than pensions	230	23	42	36	129	
Other long-term liabilities	293	63	104	30	96	
Total Manufacturing group	\$ 9,072 \$	3,100 \$	1,312 \$	1,141 \$	3,519	

#### Pension and Postretirement Benefits

We maintain defined benefit pension plans and postretirement benefit plans other than pensions as described in Note 16 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data. Included in the above table are discounted estimated benefit payments we expect to make related to unfunded pension and other postretirement benefit plans. Actual benefit payments are dependent on a number of factors, including mortality assumptions, expected retirement age, rate of compensation increases and medical trend rates, which are subject to change in future years. Our policy for funding pension plans is to make contributions annually, consistent with applicable laws and regulations; however, future contributions to our pension plans are not included in the above table. In 2021, we expect to make approximately \$22 million of contributions to our funded pension plans. Based on our current assumptions, which may vary with changes in market conditions, our current contribution for each of the years from 2022 through 2025 is estimated to be approximately \$51 million under the plan provisions in place at this time.

#### Other Long-Term Liabilities

Other long-term liabilities consist of undiscounted amounts in the Consolidated Balance Sheets that primarily include obligations under deferred compensation arrangements and estimated environmental remediation costs. Payments under deferred compensation arrangements have been estimated based on management's assumptions of expected retirement age, mortality, stock price and rates of return on participant deferrals. The timing of cash flows associated with environmental remediation costs is largely based on historical experience. Certain other long-term liabilities, such as deferred taxes, unrecognized tax benefits, and reserves for product liability, warranty, product maintenance and litigation, have been excluded from the table due to the uncertainty of the timing of payments combined with the absence of historical trends to be used as a predictor for such payments.

#### Purchase Obligations

Purchase obligations include undiscounted amounts committed under legally enforceable contracts or purchase orders for goods and services with defined terms as to price, quantity and delivery dates. Approximately 42% of the purchase obligations we disclose represent purchase orders issued for goods and services to be delivered under firm contracts with the U.S. Government for which we have full recourse under customary contract termination clauses.

#### **Finance Group**

The following table summarizes the known contractual obligations, as defined by reporting regulations, of our Finance group as of January 2, 2021:

	Payments Due by Period						
				M	ore Than 5		
(In millions)	Total	Year 1	Years 2-3	Years 4-5	Years		
Term debt	\$ 368 \$	13 \$	332 \$	20 \$	3		
Subordinated debt	294			_	294		
Interest on borrowings	140	15	19	12	94		
Total Finance group	\$ 802 \$	28 \$	351 \$	32 \$	391		

## **Critical Accounting Estimates**

To prepare our Consolidated Financial Statements to be in conformity with generally accepted accounting principles, we must make complex and subjective judgments in the selection and application of accounting policies. The accounting policies that we believe are most critical to the portrayal of our financial condition and results of operations are listed below. We believe these policies require our most difficult, subjective and complex judgments in estimating the effect of inherent uncertainties. This section should be read in conjunction with Note 1 to the Consolidated Financial Statements in Item 8. Financial Statements and Supplementary Data, which includes other significant accounting policies.

## **Revenue Recognition**

A substantial portion of our revenues is related to long-term contracts with the U.S. Government, including those under the U.S. Government-sponsored foreign military sales program, for the design, development, manufacture or modification of aerospace and defense products as well as related parts and services. We generally use the cost-to-cost method to measure progress for these contracts because it best depicts the transfer of control to the customer that occurs as we incur costs on our contracts. Under this measure, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the estimated costs at completion of the performance obligation, and revenue is recorded proportionally as costs are incurred.

Approximately 75% of our 2020 revenues with the U.S. Government were under fixed-price and fixed-price incentive contracts. To the extent our actual costs vary from the estimates upon which the price was negotiated, we will generate more or less profit and could potentially incur a loss.

The transaction price for our contracts represents our best estimate of the consideration we will receive and includes assumptions regarding variable consideration as applicable. Certain of our long-term contracts contain incentive fees or other provisions that can either increase or decrease the transaction price. These variable amounts generally are awarded upon achievement of certain performance metrics, program milestones or cost targets and can be based upon customer discretion. We include estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of our anticipated performance, historical performance, and all other information that is reasonably available to us.

Due to the number of years it may take to complete many of our contracts and the scope and nature of the work required to be performed on those contracts, the estimation of total transaction price and costs at completion is complicated and subject to many variables and, accordingly, is subject to change. In estimating total costs at completion, we are required to make numerous assumptions related to the complexity of design and related development work to be performed; engineering requirements; product performance; subcontractor performance; availability and cost of materials; labor productivity, availability and cost; overhead and capital costs; manufacturing efficiencies; the length of time to complete the contract (to estimate increases in wages and prices for materials); and costs of satisfying offset obligations, among other variables. Our cost estimation process is based on the professional knowledge and experience of engineers and program managers along with finance professionals. We review and update our cost projections quarterly or more frequently when circumstances significantly change. When estimates of total costs to be incurred on a contract exceed estimates of total sales to be earned, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

At the outset of each contract, we estimate an initial profit booking rate considering the risks surrounding our ability to achieve the technical requirements (e.g., a newly-developed product versus a mature product), schedule (e.g., the number and type of milestone events), and costs by contract requirements in the initial estimated costs at completion. Profit booking rates may

increase during the performance of the contract if we successfully retire risks surrounding the technical, schedule, and cost aspects of the contract. Conversely, the profit booking rate may decrease if we are not successful in retiring the risks; and, as a result, our estimated costs at completion increase. All estimates are subject to change during the performance of the contract and, therefore, may affect the profit booking rate.

Changes in our estimate of the total expected cost or in the transaction price for a contract typically impact our profit booking rate. We utilize the cumulative catch-up method of accounting to recognize the impact of these changes on our profit booking rate for a contract. Under this method, the inception-to-date impact of a profit adjustment on a contract is recognized in the period the adjustment is identified. The impact of our cumulative catch-up adjustments on segment profit recognized in prior periods is presented below:

(In millions)	2020	2019	2018
Gross favorable	\$ 148	\$ 173 \$	249
Gross unfavorable	(76)	(82)	(53)
Net adjustments	\$ 72	\$ 91 \$	196

Due to the significance of judgment in the estimation process described above, it is likely that materially different revenues and/or cost of sales amounts could be recorded if we used different assumptions or if the underlying circumstances were to change. Our earnings could be reduced by a material amount resulting in a charge to earnings if (a) total estimated contract costs are significantly higher than expected due to changes in customer specifications prior to contract amendment, (b) total estimated contract costs are significantly higher than previously estimated due to cost overruns or inflation, (c) there is a change in engineering efforts required during the development stage of the contract or (d) we are unable to meet contract milestones.

#### Goodwill

We evaluate the recoverability of goodwill annually in the fourth quarter or more frequently if events or changes in circumstances, such as declines in sales, earnings or cash flows, or material adverse changes in the business climate, indicate a potential impairment of a reporting unit. A reporting unit represents the operating segment unless discrete financial information is prepared and reviewed by segment management for businesses one level below that operating segment, in which case such component is the reporting unit. In certain instances, we have aggregated components of an operating segment into a single reporting unit based on similar economic characteristics.

We calculate the fair value of each reporting unit using discounted cash flows. These cash flows incorporate assumptions for revenue growth rates, operating margins and discount rates that represent our best estimates of current and forecasted market conditions, cost structure, anticipated net cost reductions, and the implied rate of return that we believe a market participant would require for an investment in a business having similar risks and characteristics to the reporting unit being assessed. The revenue growth rates and operating margins are based on our strategic plans and long-range planning forecasts. The long-term revenue growth rate we use to determine the terminal value of the business is based on our assessment of its minimum expected terminal growth rate, as well as its past historical growth and broader economic considerations such as gross domestic product, inflation and the maturity of the markets we serve. The discount rates utilized in this analysis are based on each reporting unit's weighted average cost of capital, which takes into account the relative weights of each component of capital structure (equity and debt) and represents the expected cost of new capital, adjusted as appropriate to consider the risk inherent in future cash flows of the respective reporting unit. We believe this approach yields a discount rate that is consistent with an implied rate of return that an independent investor or market participant would require for an investment in a company having similar risks and business characteristics to the reporting unit being assessed.

If the reporting unit's estimated fair value exceeds its carrying value, there is no impairment, and no further analysis is performed. Otherwise, an impairment loss is recognized in an amount equal to that excess carrying value over the estimated fair value amount. Based on our annual impairment review, the fair value of all of our reporting units exceeded their carrying values, and we do not believe that there is a reasonable possibility that any units might fail the impairment test in the foreseeable future.

## **Retirement Benefits**

We sponsor funded and unfunded domestic and international pension and postretirement plans for certain of our employees. Beginning on January 1, 2010, we initiated actions to commence the closure of the pension plans to new entrants. We provide employees hired subsequent to these closures with defined contribution benefits. Our pension and postretirement benefit obligations are calculated based on actuarial valuations. Key assumptions used in determining these obligations and related expenses or benefits include the expected long-term rates of return on plan assets, discount rates and healthcare cost projections. We also make assumptions regarding employee demographic factors such as retirement patterns, mortality, turnover and rate of compensation increases. We evaluate and update these assumptions annually.

To determine the weighted-average expected long-term rate of return on plan assets, we consider the current and expected asset allocation, as well as historical and expected returns on each plan asset class. A lower expected rate of return on plan assets will increase pension expense. For 2020 and 2019, the assumed expected long-term rate of return on plan assets used in calculating pension expense was 7.55%. For 2020, the assumed rate of return for our domestic plans, which represent approximately 90% of our total pension assets, was 7.75%. For 2021, to reflect the impact of current expectations of long-term market conditions on certain investment returns, we have assumed a long-term rate of return for our domestic plans of 7.25%. The change in this assumption will increase pension cost for our domestic plans by approximately \$35 million.

The discount rate enables us to state expected future benefit payments as a present value on the measurement date, reflecting the current rate at which the pension liabilities could be effectively settled. This rate should be in line with rates for high-quality fixed income investments available for the period to maturity of the pension benefits, which fluctuate as long-term interest rates change. A lower discount rate increases the present value of the benefit obligations and increases pension expense. In 2020, the weighted-average discount rate used in calculating pension expense was 3.36%, compared with 4.24% in 2019. For our domestic plans, the assumed discount rate was 3.45% in 2020, compared with 4.35% in 2019. A decrease of 50 basis-points in this weighted-average discount rate in 2020 would have increased pension cost for our domestic plans by approximately \$64 million.

Actuarial gains and losses, representing differences between the assumptions utilized to develop estimated obligations and actual results or experience, that exceed 10% of the higher of the market related value of assets or the benefit obligation in a year, are initially recognized as a component of accumulated other comprehensive income (loss) and amortized over future years as a component of our annual benefit cost. We amortize actuarial differences over the average remaining service period of eligible employees. If all or almost all of a plan's participants are inactive or are not accruing additional benefits, we amortize these differences over the average remaining life expectancy of the plan participants. As of the end of 2020, almost all of the participants in one of our domestic plans, the Textron Master Retirement Plan (TMRP), are no longer active. Beginning in 2021, actuarial gains and losses for this plan will be amortized over the remaining life expectancy of the participants. A change in the TMRP amortization period in 2021 from 7 years to 20 years will reduce pension cost by approximately \$85 million. The deferral of these differences reduces the volatility of our annual benefit cost that can result either from year-to-year changes in the assumptions or from actual results that are not necessarily representative of the long-term financial position of these plans.

The trend in healthcare costs is difficult to estimate and has an important effect on postretirement liabilities. The 2020 medical and prescription drug cost trend rates represent the weighted-average annual projected rate of increase in the per capita cost of covered benefits. In 2020, we assumed a trend rate of 7% for both medical and prescription drug cost and assumed this rate would gradually decline to 5% by 2024 and then remain at that level.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

## Foreign Currency Exchange Risk

Our financial results are affected by changes in foreign currency exchange rates in the various countries in which our products are manufactured and/or sold. For our manufacturing operations, we manage our foreign currency transaction exposures by entering into foreign currency exchange contracts. These contracts generally are used to fix the local currency cost of purchased goods or services or selling prices denominated in currencies other than the functional currency. The notional amount of outstanding foreign currency exchange contracts was \$318 million and \$342 million at January 2, 2021 and January 4, 2020, respectively. We also may hedge exposures to certain of our foreign currency assets and earnings by funding those asset positions with debt in the same foreign currency so the exposures are naturally offset.

#### **Interest Rate Risk**

Our financial results are affected by changes in interest rates. As part of managing this risk, we seek to achieve a prudent balance between floating- and fixed-rate exposures. We continually monitor our mix of these exposures and adjust the mix, as necessary. For our Finance group, we generally limit our risk to changes in interest rates with a strategy of matching floating-rate assets with floating-rate liabilities. This strategy includes the use of interest rate swap agreements. At the end of 2020, we had an interest rate swap agreement for a notional amount of \$294 million, which effectively converted certain floating-rate debt to a fixed-rate equivalent.

## **Quantitative Risk Measures**

In the normal course of business, we enter into financial instruments for purposes other than trading. The financial instruments that are subject to market risk include finance receivables (excluding leases), debt (excluding finance lease obligations) and foreign currency exchange contracts. To quantify the market risk inherent in these financial instruments, we utilize a sensitivity analysis that includes a hypothetical change in fair value assuming a 10% decrease in interest rates and a 10% strengthening in foreign exchange rates against the U.S. dollar. The fair value of these financial instruments is estimated using discounted cash flow analysis and indicative market pricing as reported by leading financial news and data providers.

At the end of each year, the table below provides the carrying and fair values of these financial instruments along with the sensitivity of fair value to the hypothetical changes discussed above. This sensitivity analysis is most likely not indicative of actual results in the future.

	January 2, 2021			January 4, 2020			)	
		S	ensitivity of Fair Value			:	Sensitivity of Fair Value	
(In millions)	Carrying Value*	Fair Value*	to a 10%		Carrying Value*	Fair Value*	to a 10%	
(In millions)  Manufacturing group	v aiue.	v aiue"	Change		v alue"	v arue"	Change	
Foreign currency exchange risk								
Debt	\$ (10) \$	(10) \$	(1)	\$	(210) \$	(212) \$	(21)	
Foreign currency exchange contracts	3	3	22		(1)	(1)	20	
	\$ (7) \$	(7) \$	21	\$	(211) \$	(213) \$	(1)	
Interest rate risk								
Debt	\$ (3,690) \$	(3,986) \$	(16)	\$	(3,097) \$	(3,249) \$	(21)	
Finance group								
Interest rate risk								
Finance receivables	\$ 549 \$	599 \$	9	\$	493 \$	527 \$	9	
Debt	(662)	(587)	_		(686)	(634)	1	

<sup>\*</sup> The value represents an asset or (liability).

# Item 8. Financial Statements and Supplementary Data

Our Consolidated Financial Statements and the related report of our independent registered public accounting firm thereon are included in this Annual Report on Form 10-K on the pages indicated below:

		Page
Consolidated Stateme	ents of Operations for each of the years in the three-year period ended January 2, 2021	35
Consolidated Stateme	ents of Comprehensive Income for each of the years in the three-year period ended January 2, 2021	36
Consolidated Balance	e Sheets as of January 2, 2021 and January 4, 2020	37
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All other schedules are omitted either because they are not applicable or not required or because the required information is included in the financial statements or notes thereto.

# **Consolidated Statements of Operations**

For each of the years in the three-year period ended January 2, 2021

(In millions, except per share data)	2020	20	19	2018
Revenues				
Manufacturing revenues	\$ 11,596	\$ 13,5	54 \$	13,906
Finance revenues	55		56	66
Total revenues	11,651	13,6	30	13,972
Costs, expenses and other				
Cost of sales	10,094	11,4	06	11,594
Selling and administrative expense	1,045	1,1	52	1,275
Interest expense	166	1	71	166
Special charges	147		72	73
Non-service components of pension and postretirement income, net	(83)	(1	13)	(76)
Gain on business disposition	_		_	(444)
Total costs, expenses and other	11,369	12,6	38	12,588
Income before income taxes	282	9	12	1,384
Income tax expense (benefit)	(27)	1.	27	162
Net income	\$ 309	\$ 8	15 \$	1,222
Earnings per share				
Basic	\$ 1.35	\$ 3.	52 \$	4.88
Diluted	\$ 1.35	\$ 3.	50 \$	4.83

# **Consolidated Statements of Comprehensive Income**

For each of the years in the three-year period ended January 2, 2021

(In millions)	2020	2019	2018
Net income	\$ 309	\$ 815	\$ 1,222
Other comprehensive income (loss), net of tax			
Pension and postretirement benefits adjustments, net of reclassifications	31	(84)	(74)
Foreign currency translation adjustments, net of reclassifications	78	(4)	(43)
Deferred gains (losses) on hedge contracts, net of reclassifications	(1)	3	(13)
Total other comprehensive income (loss), net of tax	108	(85)	(130)
Comprehensive income	\$ 417	\$ 730	\$ 1,092

## **Consolidated Balance Sheets**

(In millions, except share data)	January 2, 2021	January 4, 2020
Assets		
Manufacturing group		
Cash and equivalents	\$ 2,146	\$ 1,181
Accounts receivable, net	787	921
Inventories	3,513	4,069
Other current assets	950	894
Total current assets	7,396	7,065
Property, plant and equipment, net	2,516	2,527
Goodwill	2,157	2,150
Other assets	2,436	2,312
Total Manufacturing group assets	14,505	14,054
Finance group		
Cash and equivalents	108	176
Finance receivables, net	744	682
Other assets	86	106
Total Finance group assets	938	964
Total assets	\$ 15,443	\$ 15,018
Liabilities and shareholders' equity		
Liabilities		
Manufacturing group		
Current portion of long-term debt	\$ 509	\$ 561
Accounts payable	776	1,378
Other current liabilities	1,985	1,907
Total current liabilities	3,270	3,846
Other liabilities	2,357	2,288
Long-term debt	3,198	2,563
Total Manufacturing group liabilities	8,825	8,697
Finance group		
Other liabilities	111	117
Debt	662	686
Total Finance group liabilities	773	803
Total liabilities	9,598	9,500
Shareholders' equity		
Common stock (231.0 million and 228.4 million shares issued, respectively,		
and 226.4 million and 228.0 million shares outstanding, respectively)	29	29
Capital surplus	1,785	1,674
Treasury stock	(203)	
Retained earnings	5,973	5,682
Accumulated other comprehensive loss	(1,739)	
Total shareholders' equity	5,845	5,518
Total liabilities and shareholders' equity	\$ 15,443	\$ 15,018

# Consolidated Statements of Shareholders' Equity

					Accumulated Other	Total
(In millions, except per share data)	Common Stock	Capital Surplus	Treasury Stock	Retained Earnings	Comprehensive Loss	Shareholders' Equity
Balance at December 30, 2017	\$ 33 \$	1,669 \$	(48) \$	5,368	\$ (1,375) \$	
Adoption of ASC 606		· —		90	<del></del>	90
Net income				1,222		1,222
Other comprehensive loss	_		_	_	(130)	(130)
Reclassification of stranded tax effects				257	(257)	_
Dividends declared (\$0.08 per share)	_			(20)	_	(20)
Share-based compensation activity	_	166		_	_	166
Purchases of common stock			(1,783)			(1,783)
Retirement of treasury stock	(3)	(189)	1,702	(1,510)		
Balance at December 29, 2018	30	1,646	(129)	5,407	(1,762)	5,192
Net income				815		815
Other comprehensive loss				_	(85)	(85)
Dividends declared (\$0.08 per share)				(18)		(18)
Share-based compensation activity		117		_		117
Purchases of common stock			(503)	_		(503)
Retirement of treasury stock	(1)	(89)	612	(522)		
Balance at January 4, 2020	29	1,674	(20)	5,682	(1,847)	5,518
Net income	_			309	_	309
Other comprehensive income	_		_	_	108	108
Dividends declared (\$0.08 per share)	_		_	(18)	_	(18)
Share-based compensation activity	_	111	_	_	_	111
Purchases of common stock	<del></del>	_	(183)	_	<del></del>	(183)
Balance at January 2, 2021	\$ 29 \$	1,785 \$	(203) \$	5,973	\$ (1,739) \$	5,845

## **Consolidated Statements of Cash Flows**

For each of the years in the three-year period ended January 2, 2021

		C	Consolidated	
(In millions)		2020	2019	2018
Cash flows from operating activities				
Net income	\$	309 \$	815 \$	1,222
Adjustments to reconcile net income to net cash provided by				
operating activities of continuing operations:				
Non-cash items:				
Depreciation and amortization		391	416	437
Deferred income taxes		(7)	89	49
Asset impairments and TRU inventory charge		116	15	48
Gain on business disposition				(444)
Other, net		79	79	102
Changes in assets and liabilities:				
Accounts receivable, net		149	99	50
Inventories		434	(292)	41
Other assets		66	(37)	(88)
Accounts payable		(613)	280	(63)
Other liabilities		(5)	(348)	(223)
Income taxes, net		(62)	(83)	(33)
Pension, net		(15)	(62)	(14)
Captive finance receivables, net		(89)	45	22
Other operating activities, net		16		3
Net cash provided by operating activities of continuing operations		769	1,016	1,109
Net cash used in operating activities of discontinued operations		(1)	(2)	(2)
Net cash provided by operating activities		768	1,014	1,107
Cash flows from investing activities		, , , ,	-,	
Capital expenditures		(317)	(339)	(369)
Proceeds from an insurance recovery and sale of property, plant and equipment		33	9	14
Net proceeds from corporate-owned life insurance policies		22	2	110
Net proceeds from business disposition				807
Net cash used in acquisitions		(15)	(2)	(23)
Finance receivables repaid		22	48	27
Other investing activities, net		7	16	54
Net cash provided by (used in) investing activities		(248)	(266)	620
Cash flows from financing activities		(= .0)	(200)	
Net proceeds from long-term debt		1,137	301	_
Proceeds from borrowings against corporate-owned life insurance policies		377	_	_
Payments on borrowings against corporate-owned life insurance policies		(377)		_
Principal payments on long-term debt and nonrecourse debt		(593)	(303)	(131)
Purchases of Textron common stock		(183)	(503)	(1,783)
Proceeds from exercise of stock options		22	24	74
Dividends paid		(18)	(18)	(20)
Other financing activities, net		(5)	(3)	(4)
Net cash provided by (used in) financing activities		360	(502)	(1,864)
Effect of exchange rate changes on cash and equivalents		17	4	(1,804)
Net increase (decrease) in cash and equivalents		897	250	(155)
Cash and equivalents at beginning of year		1,357	1,107	1,262
Cash and equivalents at organism of year	\$	2,254 \$	1,357 \$	1,107
Cash and equivalents at one of your	Ψ	2,23T J	1,551 \$	1,107

# **Consolidated Statements of Cash Flows continued**

For each of the years in the three-year period ended January 2, 2021

	Man	ufacturing (	Group	Finance Group			
(In millions)	2020	2019	2018	2020	2019	2018	
Cash flows from operating activities							
Net income	\$ 301	\$ 793	\$ 1,198	\$ 8 \$	22 \$	24	
Adjustments to reconcile net income to net cash provided by							
operating activities of continuing operations:							
Non-cash items:	206	410	400	_			
Depreciation and amortization	386	410	429	5	6	8	
Deferred income taxes	(2)		54	(5)	(2)	(5)	
Asset impairments and TRU inventory charge	116	15	48	_	_	_	
Gain on business disposition	_	_	(444)		_	_	
Other, net	69	79	97	10	_	5	
Changes in assets and liabilities:							
Accounts receivable, net	149	99	50		_	_	
Inventories	434	(319)			_	_	
Other assets	68	(34)			(3)	(1)	
Accounts payable	(613)		(63)		_		
Other liabilities	(15)				4	(4)	
Income taxes, net	(61)	(90)	(20)	(1)	7	(13)	
Pension, net	(15)	(62)	(14)	_	_	_	
Dividends received from Finance group	_	50	50	_	_	_	
Other operating activities, net	16	_	3	_	_	_	
Net cash provided by operating activities of continuing operations	833	960	1,127	13	34	14	
Net cash used in operating activities of discontinued operations	(1)	(2)	(2)		_	_	
Net cash provided by operating activities	832	958	1,125	13	34	14	
Cash flows from investing activities							
Capital expenditures	(317)	(339)	(369)	_	_	_	
Proceeds from an insurance recovery and sale of property, plant and equipment	33	9	14		_	_	
Net proceeds from corporate-owned life insurance policies	22	2	110		_		
Net proceeds from business disposition	_	_	807		_		
Net cash used in acquisitions	(15)	(2)	(23)		_	_	
Finance receivables repaid	_	_	_	128	277	226	
Finance receivables originated	_	_	_	(195)	(184)	(177)	
Other investing activities, net	_	1		19	42	50	
Net cash provided by (used in) investing activities	(277)	(329)	539	(48)	135	99	
Cash flows from financing activities							
Net proceeds from long-term debt	1,137	301			_	_	
Proceeds from borrowings against corporate-owned life insurance policies	377	_	_		_		
Payments on borrowings against corporate-owned life insurance policies	(377)	_	_		_		
Principal payments on long-term debt and nonrecourse debt	(548)		(5)	(45)	(51)	(126)	
Purchases of Textron common stock	(183)				_		
Proceeds from exercise of stock options	22	24	74		_	_	
Dividends paid	(18)				(50)	(50)	
Other financing activities, net	(17)		(4)		(12)	_	
Net cash provided by (used in) financing activities	393	(439)	(1,738)		(113)	(176)	
Effect of exchange rate changes on cash and equivalents	17	4	(18)		_		
Net increase (decrease) in cash and equivalents	965	194	(92)		56	(63)	
Cash and equivalents at beginning of year	1,181	987	1,079	176	120	183	
Cash and edulvalents at beginning of year							

#### **Notes to the Consolidated Financial Statements**

## Note 1. Summary of Significant Accounting Policies

#### **Principles of Consolidation and Financial Statement Presentation**

Our Consolidated Financial Statements include the accounts of Textron Inc. and its majority-owned subsidiaries. Our financings are conducted through two separate borrowing groups. The Manufacturing group consists of Textron Inc. consolidated with its majority-owned subsidiaries that operate in the Textron Aviation, Bell, Textron Systems and Industrial segments. The Finance group, which also is the Finance segment, consists of Textron Financial Corporation (TFC) and its consolidated subsidiaries. We designed this framework to enhance our borrowing power by separating the Finance group. Our Manufacturing group operations include the development, production and delivery of tangible goods and services, while our Finance group provides financial services. Due to the fundamental differences between each borrowing group's activities, investors, rating agencies and analysts use different measures to evaluate each group's performance. To support those evaluations, we present balance sheet and cash flow information for each borrowing group within the Consolidated Financial Statements.

Our Finance group provides financing primarily to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters manufactured by our Manufacturing group, otherwise known as captive financing. In the Consolidated Statements of Cash Flows, cash received from customers is reflected as operating activities when received from third parties. However, in the cash flow information provided for the separate borrowing groups, cash flows related to captive financing activities are reflected based on the operations of each group. For example, when product is sold by our Manufacturing group to a customer and is financed by the Finance group, the origination of the finance receivable is recorded within investing activities as a cash outflow in the Finance group's statement of cash flows. Meanwhile, in the Manufacturing group's statement of cash flows, the cash received from the Finance group on the customer's behalf is recorded within operating cash flows as a cash inflow. Although cash is transferred between the two borrowing groups, there is no cash transaction reported in the consolidated cash flows at the time of the original financing. These captive financing activities, along with all significant intercompany transactions, are reclassified or eliminated in consolidation.

At the beginning of 2020, we adopted Accounting Standards Update No. 2016-13, Financial Instruments - Credit Losses. This standard changed the prior incurred loss model to a forward-looking current expected credit loss model for most financial assets, such as trade and finance receivables, contract assets and other instruments. There was no significant impact on our Consolidated Financial Statements upon adoption of the standard.

#### **Collaborative Arrangements**

Our Bell segment has a strategic alliance agreement with The Boeing Company (Boeing) to provide engineering, development and test services related to the V-22 aircraft, as well as to produce the V-22 aircraft, under a number of separate contracts with the U.S. Government (V-22 Contracts). The alliance created by this agreement is not a legal entity and has no employees, no assets and no true operations. This agreement creates contractual rights and does not represent an entity in which we have an equity interest. We account for this alliance as a collaborative arrangement with Bell and Boeing reporting costs incurred and revenues generated from transactions with the U.S. Government in each company's respective income statement. Neither Bell nor Boeing is considered to be the principal participant for the transactions recorded under this agreement. Profits on cost-plus contracts are allocated between Bell and Boeing on a 50%-50% basis. Negotiated profits on fixed-price contracts are also allocated 50%-50%; however, Bell and Boeing are each responsible for their own cost overruns and are entitled to retain any cost underruns. Based on the contractual arrangement established under the alliance, Bell accounts for its rights and obligations under the specific requirements of the V-22 Contracts allocated to Bell under the work breakdown structure. We account for all of our rights and obligations, including warranty, product and any contingent liabilities, under the specific requirements of the V-22 Contracts allocated to us under the agreement. Revenues and cost of sales reflect our performance under the V-22 Contracts with revenues recognized using the cost-to-cost method. We include all assets used in performance of the V-22 Contracts that we own and all liabilities arising from our obligations under the V-22 Contracts in our Consolidated Balance Sheets.

## **Use of Estimates**

We prepare our financial statements in conformity with generally accepted accounting principles, which require us to make estimates and assumptions that affect the amounts reported in the financial statements. Actual results could differ from those estimates. Our estimates and assumptions are reviewed periodically, and the effects of changes, if any, are reflected in the Consolidated Statements of Operations in the period that they are determined.

## **Revenue Recognition**

Revenue is recognized when control of the goods or services promised under the contract is transferred to the customer either at a point in time (e.g., upon delivery) or over time (e.g., as we perform under the contract). We account for a contract when it has approval and commitment from both parties, the rights and payment terms of the parties are identified, the contract has commercial substance and collectability of consideration is probable. Contracts are reviewed to determine whether there is one or multiple performance obligations. A performance obligation is a promise to transfer a distinct good or service to a customer and represents the unit of accounting for revenue recognition. For contracts with multiple performance obligations, the expected consideration, or the transaction price, is allocated to each performance obligation identified in the contract based on the relative standalone selling price of each performance obligation. Revenue is then recognized for the transaction price allocated to the performance obligation when control of the promised goods or services underlying the performance obligation is transferred. Contract consideration is not adjusted for the effects of a significant financing component when, at contract inception, the period between when control transfers and when the customer will pay for that good or service is one year or less.

#### Commercial Contracts

The majority of our contracts with commercial customers have a single performance obligation as there is only one good or service promised or the promise to transfer the goods or services is not distinct or separately identifiable from other promises in the contract. Revenue is primarily recognized at a point in time, which is generally when the customer obtains control of the asset upon delivery and customer acceptance. Contract modifications that provide for additional distinct goods or services at the standalone selling price are treated as separate contracts.

For commercial aircraft, we contract with our customers to sell fully outfitted fixed-wing aircraft, which may include configuration options. The aircraft typically represents a single performance obligation and revenue is recognized upon customer acceptance and delivery. For commercial helicopters, our customers generally contract with us for fully functional basic configuration aircraft and control is transferred upon customer acceptance and delivery. At times, customers may separately contract with us for the installation of accessories and customization to the basic aircraft. If these contracts are entered into at or near the same time of the basic aircraft contract, we assess whether the contracts meet the criteria to be combined. For contracts that are combined, the basic aircraft and the accessories and customization, are typically considered to be distinct, and therefore, are separate performance obligations. For these contracts, revenue is recognized on the basic aircraft upon customer acceptance and transfer of title and risk of loss, and on the accessories and customization, upon delivery and customer acceptance. We utilize observable prices to determine the standalone selling prices when allocating the transaction price to these performance obligations.

The transaction price for our commercial contracts reflects our estimate of returns, rebates and discounts, which are based on historical, current and forecasted information. Amounts billed to customers for shipping and handling are included in the transaction price and generally are not treated as separate performance obligations as these costs fulfill a promise to transfer the product to the customer. Taxes collected from customers and remitted to government authorities are recorded on a net basis.

We primarily provide standard warranty programs for products in our commercial businesses for periods that typically range from one year to five years. These assurance-type programs typically cannot be purchased separately and do not meet the criteria to be considered a performance obligation.

## U.S. Government Contracts

Our contracts with the U.S. Government generally include the design, development, manufacture or modification of aerospace and defense products as well as related parts and services. These contracts, which also include those under the U.S. Government-sponsored foreign military sales program, accounted for approximately 30% of total revenues in 2020. The customer typically contracts with us to provide a significant service of integrating a complex set of tasks and components into a single project or capability, which often results in the delivery of multiple units. Accordingly, the entire contract is accounted for as one performance obligation. In certain circumstances, a contract may include both production and support services, such as logistics and parts plans, which are considered to be distinct in the context of the contract and represent separate performance obligations. When a contract is separated into more than one performance obligation, we generally utilize the expected cost plus a margin approach to determine the standalone selling prices when allocating the transaction price.

Our contracts are frequently modified for changes in contract specifications and requirements. Most of our contract modifications with the U.S. Government are for goods and services that are not distinct from the existing contract due to the significant integration service provided in the context of the contract and are accounted for as part of that existing contract. The effect of these contract modifications on our estimates is recognized using the cumulative catch-up method of accounting.

Contracts with the U.S. Government generally contain clauses that provide lien rights to work-in-process along with clauses that allow the customer to unilaterally terminate the contract for convenience, pay us for costs incurred plus a reasonable profit and take control of any work-in-process. Due to the continuous transfer of control to the U.S. Government, we recognize revenue over the time that we perform under the contract. Selecting the method to measure progress towards completion requires judgment and is based on the nature of the products or service to be provided. We generally use the cost-to-cost method to measure progress for our contracts because it best depicts the transfer of control to the customer that occurs as we incur costs on our contracts. Under this measure, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the estimated costs at completion of the performance obligation, and revenue is recorded proportionally as costs are incurred.

The transaction price for our contracts represents our best estimate of the consideration we will receive and includes assumptions regarding variable consideration as applicable. Certain of our long-term contracts contain incentive fees or other provisions that can either increase or decrease the transaction price. These variable amounts generally are awarded upon achievement of certain performance metrics, program milestones or cost targets and can be based upon customer discretion. We include estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of our anticipated performance, historical performance, and all other information that is reasonably available to us.

Total contract cost is estimated utilizing current contract specifications and expected engineering requirements. Contract costs typically are incurred over a period of several years, and the estimation of these costs requires substantial judgment. Our cost estimation process is based on the professional knowledge and experience of engineers and program managers along with finance professionals. We review and update our projections of costs quarterly or more frequently when circumstances significantly change.

Approximately 75% of our 2020 revenues with the U.S. Government were under fixed-price and fixed-price incentive contracts. Under the typical payment terms of these contracts, the customer pays us either performance-based or progress payments. Performance-based payments represent interim payments of up to 90% of the contract price based on quantifiable measures of performance or on the achievement of specified events or milestones. Progress payments are interim payments of up to 80% of costs incurred as the work progresses. Because the customer retains a small portion of the contract price until completion of the contract, these contracts generally result in revenue recognized in excess of billings, which we present as contract assets in the Consolidated Balance Sheets. Amounts billed and due from our customers are classified in Accounts receivable, net. The portion of the payments retained by the customer until final contract settlement is not considered a significant financing component because the intent is to protect the customer. For cost-type contracts, we are generally paid for our actual costs incurred within a short period of time.

#### **Finance Revenues**

Finance revenues primarily include interest on finance receivables, finance lease earnings and portfolio gains/losses. Portfolio gains/losses include impairment charges related to repossessed assets and properties and gains/losses on the sale or early termination of finance assets. We recognize interest using the interest method, which provides a constant rate of return over the terms of the receivables. Accrual of interest income is suspended if credit quality indicators suggest full collection of principal and interest is doubtful. In addition, we automatically suspend the accrual of interest income for accounts that are contractually delinquent by more than three months unless collection is not doubtful. Cash payments on nonaccrual accounts, including finance charges, generally are applied to reduce the net investment balance. Once we conclude that the collection of all principal and interest is no longer doubtful, we resume the accrual of interest and recognize previously suspended interest income at the time either a) the loan becomes contractually current through payment according to the original terms of the loan, or b) if the loan has been modified, following a period of performance under the terms of the modification.

## **Contract Estimates**

For contracts where revenue is recognized over time, we recognize changes in estimated contract revenues, costs and profits using the cumulative catch-up method of accounting. This method recognizes the cumulative effect of changes on current and prior periods with the impact of the change from inception-to-date recorded in the current period. Anticipated losses on contracts are recognized in full in the period in which the losses become probable and estimable.

In 2020, 2019 and 2018, our cumulative catch-up adjustments increased segment profit by \$72 million, \$91 million and \$196 million, respectively, and net income by \$55 million, \$69 million and \$149 million, respectively (\$0.24, \$0.30 and \$0.59 per diluted share, respectively). In 2020, 2019 and 2018, we recognized revenue from performance obligations satisfied in prior periods of \$77 million, \$97 million and \$190 million, which related to changes in profit booking rates that impacted revenue.

For 2020, 2019 and 2018, gross favorable adjustments totaled \$148 million, \$173 million and \$249 million, respectively. The 2018 favorable adjustments included \$145 million, largely related to overhead rate improvements and risk retirements associated with contracts in the Bell segment. In 2020, 2019 and 2018, gross unfavorable adjustments totaled \$76 million, \$82 million and \$53 million, respectively.

#### **Contract Assets and Liabilities**

Contract assets arise from contracts when revenue is recognized over time and the amount of revenue recognized exceeds the amount billed to the customer. These amounts are included in contract assets until the right to payment is no longer conditional on events other than the passage of time and are included in Other current assets in the Consolidated Balance Sheet. Contract liabilities, which are primarily included in Other current liabilities, include deposits, largely from our commercial aviation customers, and billings in excess of revenue recognized.

The incremental costs of obtaining a contract with a customer that is expected to be recovered is expensed as incurred when the period to be benefitted is one year or less.

#### Accounts Receivable, Net

Accounts receivable, net includes amounts billed to customers where the right to payment is unconditional. We maintain an allowance for credit losses for our commercial accounts receivable to provide for the estimated amount that will not be collected, even when the risk of loss is remote. The allowance is measured on a collective pool basis when similar risk characteristics exists and is established as a percentage of accounts receivable. We have identified pools with similar risk characteristics, based on customer and industry type and geographic location. The percentage is based on all available and relevant information including age of outstanding receivables and collateral value, if any, historical payment experience and loss history, current economic conditions, and, when reasonable and supportable factors exist, management's expectation of future economic conditions. For amounts due from the U.S. Government, we have not established an allowance for credit losses as we have zero loss expectation based on a long history of no credit losses and the explicit guarantee of a sovereign entity.

#### **Cash and Equivalents**

Cash and equivalents consist of cash and short-term, highly liquid investments with original maturities of three months or less.

#### **Inventories**

Inventories are stated at the lower of cost or estimated net realizable value. We value our inventories generally using the first-in, first-out (FIFO) method or the last-in, first-out (LIFO) method for certain qualifying inventories where LIFO provides a better matching of costs and revenues. We determine costs for our commercial helicopters on an average cost basis by model considering the expended and estimated costs for the current production release.

#### **Property, Plant and Equipment**

Property, plant and equipment are recorded at cost and are depreciated primarily using the straight-line method. We capitalize expenditures for improvements that increase asset values and extend useful lives. Property, plant and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If the carrying value of the asset exceeds the sum of the undiscounted expected future cash flows, the asset is written down to fair value.

#### **Goodwill and Intangible Assets**

Goodwill represents the excess of the consideration paid for the acquisition of a business over the fair values assigned to intangible and other net assets of the acquired business. Goodwill and intangible assets deemed to have indefinite lives are not amortized but are subject to an annual impairment test. We evaluate the recoverability of these assets in the fourth quarter of each year or more frequently if events or changes in circumstances, such as declines in sales, earnings or cash flows, or material adverse changes in the business climate, indicate a potential impairment.

For our goodwill impairment test, we calculate the fair value of each reporting unit using discounted cash flows. A reporting unit represents the operating segment unless discrete financial information is prepared and reviewed by segment management for businesses one level below that operating segment, in which case such component is the reporting unit. In certain instances, we have aggregated components of an operating segment into a single reporting unit based on similar economic characteristics. The discounted cash flows incorporate assumptions for revenue growth rates, operating margins and discount rates that represent our best estimates of current and forecasted market conditions, cost structure, anticipated net cost reductions, and the implied rate of return that we believe a market participant would require for an investment in a business having similar risks and characteristics to the reporting unit being assessed. The fair value of our indefinite-lived intangible assets is primarily determined using the relief of royalty method based on forecasted revenues and royalty rates. If the estimated fair value of the reporting unit or indefinite-lived intangible asset exceeds the carrying value, there is no impairment. Otherwise, an impairment loss is recognized for the amount by which the carrying value exceeds the estimated fair value.

Acquired intangible assets with finite lives are subject to amortization. These assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Amortization of these intangible assets is recognized over their estimated useful lives using a method that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized. Approximately 86% of our gross intangible assets are amortized based on the cash flow streams used to value the assets, with the remaining assets amortized using the straight-line method.

#### **Finance Receivables**

Finance receivables primarily include loans provided to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters. Finance receivables are generally recorded at the amount of outstanding principal less allowance for losses.

We establish an allowance for credit losses to cover probable but specifically unknown losses existing in the portfolio. This allowance is established as a percentage of finance receivables categorized by pools with similar risk characteristics, such as collateral or customer type and geographic location. The percentage is based on a combination of factors, including historical loss experience, current delinquency and default trends, collateral values, current economic conditions, and, when reasonable and supportable factors exist, management's expectation of future economic conditions.

For those finance receivables that do not have similar risk characteristics, including larger balance accounts specifically identified as impaired, a reserve is established based on comparing the expected future cash flows, discounted at the finance receivable's effective interest rate, or the fair value of the underlying collateral if the finance receivable is collateral dependent, to its carrying amount. The expected future cash flows consider collateral value; financial performance and liquidity of our borrower; existence and financial strength of guarantors; estimated recovery costs, including legal expenses; and costs associated with the repossession and eventual disposal of collateral. When there is a range of potential outcomes, we perform multiple discounted cash flow analyses and weight the potential outcomes based on their relative likelihood of occurrence. The evaluation of our portfolio is inherently subjective, as it requires estimates, including the amount and timing of future cash flows expected to be received on impaired finance receivables and the estimated fair value of the underlying collateral, which may differ from actual results. While our analysis is specific to each individual account, critical factors included in this analysis include industry valuation guides, age and physical condition of the collateral, payment history, and existence and financial strength of guarantors.

Finance receivables are charged off at the earlier of the date the collateral is repossessed or when management no longer deems the receivable collectible. Repossessed assets are recorded at their fair value, less estimated cost to sell.

## Pension and Postretirement Benefit Obligations

We maintain various pension and postretirement plans for our employees globally. Our pension plans include significant benefit obligations, which are calculated based on actuarial valuations. Key assumptions used in determining these obligations and related expenses include expected long-term rates of return on plan assets, discount rates and healthcare cost projections. We evaluate and update these assumptions annually in consultation with third-party actuaries and investment advisors. We also make assumptions regarding employee demographic factors such as retirement patterns, mortality, turnover and rate of compensation increases.

For our year-end measurement, our defined benefit plan assets and obligations are measured as of the month-end date closest to our fiscal year-end. We recognize the overfunded or underfunded status of our pension and postretirement plans in the Consolidated Balance Sheets and recognize changes in the funded status of our defined benefit plans in comprehensive income (loss) in the year in which they occur. To the extent actuarial gains and losses exceed 10% of the higher of the market-related value of assets or the benefit obligation in a year, the excess is recognized as a component of accumulated other comprehensive income (loss) and is amortized into net periodic pension cost over the remaining service period of the active participants. For plans in which all or almost all of the plan's participants are inactive, the amortization period is the remaining life expectancy of the inactive participants. This determination is made on a plan-by-plan basis.

#### **Derivatives and Hedging Activities**

We are exposed to market risk primarily from changes in currency exchange rates and interest rates. We do not hold or issue derivative financial instruments for trading or speculative purposes. To manage the volatility relating to our exposures, we net these exposures on a consolidated basis to take advantage of natural offsets. For the residual portion, we enter into various derivative transactions pursuant to our policies in areas such as counterparty exposure and hedging practices. Credit risk related to derivative financial instruments is considered minimal and is managed by requiring high credit standards for counterparties and through periodic settlements of positions.

All derivative instruments are reported at fair value in the Consolidated Balance Sheets. Designation to support hedge accounting is performed on a specific exposure basis. For financial instruments qualifying as cash flow hedges, we record changes in the fair value of derivatives (to the extent they are effective as hedges) in other comprehensive income (loss), net of deferred taxes. Changes in fair value of derivatives not qualifying as hedges are recorded in earnings.

Foreign currency denominated assets and liabilities are translated into U.S. dollars. Adjustments from currency rate changes are recorded in the cumulative translation adjustment account in shareholders' equity until the related foreign entity is sold or substantially liquidated.

#### Leases

We identify leases by evaluating our contracts to determine if the contract conveys the right to use an identified asset for a stated period of time in exchange for consideration. Specifically, we consider whether we can control the underlying asset and have the right to obtain substantially all of the economic benefits or outputs from the asset. For our contracts that contain both lease components (e.g., fixed payments including rent, real estate taxes and insurance costs) and non-lease components (e.g., commonarea maintenance costs, other goods/services), we allocate the consideration in the contract to each component based on its standalone price. Leases with terms greater than 12 months are classified as either operating or finance leases at the commencement date. For these leases, we capitalize the lesser of a) the present value of the minimum lease payments over the lease term, or b) the fair value of the asset, as a right-of-use asset with an offsetting lease liability. The discount rate used to calculate the present value of the minimum lease payments is typically our incremental borrowing rate, as the rate implicit in the lease is generally not known or determinable. The lease term includes any noncancelable period for which we have the right to use the asset and may include options to extend or terminate the lease when it is reasonably certain that we will exercise the option. Operating leases are recognized as a single lease cost on a straight-line basis over the lease term, while finance lease cost is recognized separately as amortization and interest expense.

#### **Product Liabilities**

We accrue for product liability claims and related defense costs when a loss is probable and reasonably estimable. Our estimates are generally based on the specifics of each claim or incident and our best estimate of the probable loss using historical experience.

#### **Environmental Liabilities and Asset Retirement Obligations**

Liabilities for environmental matters are recorded on a site-by-site basis when it is probable that an obligation has been incurred and the cost can be reasonably estimated. We estimate our accrued environmental liabilities using currently available facts, existing technology, and presently enacted laws and regulations, all of which are subject to a number of factors and uncertainties. Our environmental liabilities are not discounted and do not take into consideration possible future insurance proceeds or significant amounts from claims against other third parties.

We have incurred asset retirement obligations primarily related to costs to remove and dispose of underground storage tanks and asbestos materials used in insulation, adhesive fillers and floor tiles. Currently, there is no legal requirement to remove these items and there is no plan to remodel the related facilities or otherwise cause the impacted items to require disposal. Since these asset retirement obligations are not probable, there is no related liability recorded in the Consolidated Balance Sheets.

## Warranty Liabilities

For our assurance-type warranty programs, we estimate the costs that may be incurred and record a liability in the amount of such costs at the time product revenues are recognized. Factors that affect this liability include the number of products sold, historical costs per claim, length of warranty period, contractual recoveries from vendors and historical and anticipated rates of warranty claims, including production and warranty patterns for new models. We assess the adequacy of our recorded warranty liability periodically and adjust the amounts as necessary. Additionally, we may establish a warranty liability related to the issuance of aircraft service bulletins for aircraft no longer covered under the limited warranty programs.

#### **Research and Development Costs**

Our customer-funded research and development costs are charged directly to the related contracts, which primarily consist of U.S. Government contracts. In accordance with government regulations, we recover a portion of company-funded research and development costs through overhead rate charges on our U.S. Government contracts. Research and development costs that are not reimbursable under a contract with the U.S. Government or another customer are charged to expense as incurred. Company-funded research and development costs were \$549 million, \$647 million and \$643 million in 2020, 2019 and 2018, respectively, and are included in cost of sales.

#### **Income Taxes**

The provision for income tax expense is calculated on reported income before income taxes based on current tax law and includes, in the current period, the cumulative effect of any changes in tax rates from those used previously in determining deferred tax assets and liabilities. Tax laws may require items to be included in the determination of taxable income at different times from when the items are reflected in the financial statements. Deferred tax balances reflect the effects of temporary differences between the financial reporting carrying amounts of assets and liabilities and their tax bases, as well as from net operating losses and tax credit carryforwards, and are stated at enacted tax rates in effect for the year taxes are expected to be paid or recovered.

Deferred tax assets represent tax benefits for tax deductions or credits available in future years and require certain estimates and assumptions to determine whether it is more likely than not that all or a portion of the benefit will not be realized. The recoverability of these future tax deductions and credits is determined by assessing the adequacy of future expected taxable income from all sources, including the future reversal of existing taxable temporary differences, taxable income in carryback

years, estimated future taxable income and available tax planning strategies. Should a change in facts or circumstances lead to a change in judgment about the ultimate recoverability of a deferred tax asset, we record or adjust the related valuation allowance in the period that the change in facts and circumstances occurs, along with a corresponding increase or decrease in income tax expense.

We record tax benefits for uncertain tax positions based upon management's evaluation of the information available at the reporting date. To be recognized in the financial statements, the tax position must meet the more-likely-than-not threshold that the position will be sustained upon examination by the tax authority based on technical merits assuming the tax authority has full knowledge of all relevant information. For positions meeting this recognition threshold, the benefit is measured as the largest amount of benefit that meets the more-likely-than-not threshold to be sustained. We periodically evaluate these tax positions based on the latest available information. For tax positions that do not meet the threshold requirement, we recognize net tax-related interest and penalties for continuing operations in income tax expense.

#### **Note 2. Business Dispositions**

On November 25, 2020, we reached a definitive agreement to sell TRU Simulation + Training Canada Inc. within our Textron Systems segment. At January 2, 2021, the assets and liabilities of this business met the criteria to be classified as held for sale and are recorded at the lower of the carrying value or fair value, less cost to sell. The net carrying amounts classified as held for sale in the Consolidated Balance Sheet included \$78 million of assets, primarily inventories, recorded in Other current assets and \$77 million of liabilities, primarily contract liabilities, recorded in Other current liabilities. The transaction closed on January 25, 2021, and we expect to record an after-tax gain of approximately \$10 million in the first quarter of 2021.

On July 2, 2018, we completed the sale of the businesses that manufacture and sell the products in our Tools and Test Equipment product line within our Industrial segment for net cash proceeds of \$807 million. We recorded an after-tax gain of \$419 million related to this disposition.

## Note 3. Goodwill and Intangible Assets

#### Goodwill

The changes in the carrying amount of goodwill by segment are as follows:

	Textron		Textron		
(In millions)	Aviation	Bell	Systems	Industrial	Total
Balance at December 29, 2018	\$ 614 \$	31 \$	1,100 \$	473 \$	2,218
Disposition (a)		_	(71)	_	(71)
Acquisition		—	4		4
Foreign currency translation		_		(1)	(1)
Balance at January 4, 2020	614	31	1,033	472	2,150
Acquisitions	4	4	_	—	8
Reclassifications (b)	12	_	(24)	_	(12)
Foreign currency translation	1	_	_	10	11
Balance at January 2, 2021	\$ 631 \$	35 \$	1,009 \$	482 \$	2,157

<sup>(</sup>a) See Note 7 for additional information.

#### **Intangible Assets**

Our intangible assets are summarized below:

		January 2, 2021					Janu	uary 4, 2020		
	Weighted-Average		Gross				Gross			
	Amortization		Carrying		ccumulated		Carrying		ccumulated	
(Dollars in millions)	Period (in years)		Amount	Ar	nortization	Net	Amount	Ar	nortization	Net
Patents and technology	14	\$	484	\$	(263) \$	221	\$ 501	\$	(242) \$	259
Trade names and trademarks	14		182		(8)	174	223		(8)	215
Customer relationships and										
contractual agreements	15		412		(318)	94	413		(298)	115
Other	4		6		(6)	—	6		(6)	
Total	_	\$	1,084	\$	(595) \$	489	\$ 1,143	\$	(554) \$	589

<sup>(</sup>b) Reclassifications include \$12 million of goodwill classified as held for sale in connection with a business disposition described in Note 2 and amounts transferred between segments.

Trade names and trademarks in the table above include \$169 million and \$208 million of indefinite-lived intangible assets at January 2, 2021 and January 4, 2020, respectively. In 2020, we recognized \$47 million of intangible asset impairment charges, primarily related to indefinite-lived assets as discussed in Note 17. Amortization expense totaled \$54 million, \$59 million and \$66 million in 2020, 2019 and 2018, respectively. Amortization expense is estimated to be approximately \$51 million, \$51 million, \$35 million, \$32 million and \$30 million in 2021, 2022, 2023, 2024 and 2025, respectively.

#### Note 4. Accounts Receivable and Finance Receivables

#### **Accounts Receivable**

Accounts receivable is composed of the following:

(In millions)	Jai	nuary 2, 2021	January 4, 2020
Commercial	\$	668	\$ 835
U.S. Government contracts		155	115
		823	950
Allowance for doubtful accounts		(36)	(29)
Total	\$	787	\$ 921

#### **Finance Receivables**

Finance receivables are presented in the following table:

	January 2,	January 4,		
(In millions)	2021	2020		
Finance receivables	\$ 779	\$ 707		
Allowance for losses	(35)	(25)		
Total finance receivables, net	\$ 744	\$ 682		

Finance receivables primarily includes loans provided to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters. These loans typically have initial terms ranging from five to twelve years, amortization terms ranging from eight to fifteen years and an average balance of \$1.6 million at January 2, 2021. Loans generally require the customer to pay a significant down payment, along with periodic scheduled principal payments that reduce the outstanding balance through the term of the loan.

Our finance receivables are diversified across geographic region and borrower industry. At both January 2, 2021 and January 4, 2020, 59% of our finance receivables were distributed internationally and 41% throughout the U.S. At January 2, 2021 and January 4, 2020, finance receivables of \$125 million and \$148 million, respectively, have been pledged as collateral for TFC's debt of \$68 million and \$87 million, respectively.

### Finance Receivable Portfolio Quality

We internally assess the quality of our finance receivables based on a number of key credit quality indicators and statistics such as delinquency, loan balance to estimated collateral value and the financial strength of individual borrowers and guarantors. Because many of these indicators are difficult to apply across an entire class of receivables, we evaluate individual loans on a quarterly basis and classify these loans into three categories based on the key credit quality indicators for the individual loan. These three categories are performing, watchlist and nonaccrual.

We classify finance receivables as nonaccrual if credit quality indicators suggest full collection of principal and interest is doubtful. In addition, we automatically classify accounts as nonaccrual once they are contractually delinquent by more than three months unless collection of principal and interest is not doubtful. Accounts are classified as watchlist when credit quality indicators have deteriorated as compared with typical underwriting criteria, and we believe collection of full principal and interest is probable but not certain. All other finance receivables that do not meet the watchlist or nonaccrual categories are classified as performing.

We measure delinquency based on the contractual payment terms of our finance receivables. In determining the delinquency aging category of an account, any/all principal and interest received is applied to the most past-due principal and/or interest amounts due. If a significant portion of the contractually due payment is delinquent, the entire finance receivable balance is reported in accordance with the most past-due delinquency aging category.

In March 2020, due to the economic impact of the COVID-19 pandemic and at the request of certain of our customers, we began working with them to provide temporary payment relief through loan modifications. The types of temporary payment relief we offered to these customers included delays in the timing of required principal payments, deferrals of interest payments and/or interest-only payments. For loan modifications that cover payment-relief periods in excess of six months, even if the loan was previously current, the loan is deemed a troubled debt restructuring and considered impaired. These impaired loans are classified as either nonaccrual or watchlist based on a review of the credit quality indicators as discussed above.

During 2020, we modified finance receivable contracts for 94 customers with an outstanding balance totaling \$278 million at January 2, 2021. Of the modifications occurring during 2020, contracts for 32 customers, or \$129 million of finance receivables, were categorized as troubled debt restructurings. Due to the nature of these restructurings, the financial effects were not significant. We had two customer defaults related to finance receivables previously modified as a troubled debt restructuring that had an insignificant outstanding balance. We believe our allowance for credit losses adequately covers our exposure on these loans as our estimated collateral values largely exceed the outstanding loan amounts.

Finance receivables categorized based on the credit quality indicators and by delinquency aging category are summarized as follows:

	January 2,	January 4,
(Dollars in millions)	2021	2020
Performing	\$ 612	\$ 664
Watchlist	74	4
Nonaccrual	93	39
Nonaccrual as a percentage of finance receivables	11.94%	5.52%
Less than 31 days past due	\$ 738	\$ 637
31-60 days past due	12	53
61-90 days past due	11	7
Over 90 days past due	18	10
60+ days contractual delinquency as a percentage of finance receivables	3.72%	2.40%

At January 2, 2021, 48% of our performing finance receivables were originated since the beginning of 2019 and 26% were originated from 2016 to 2018. For finance receivables categorized as watchlist and nonaccrual, 9% and 25%, respectively, were originated since the beginning of 2019, and 47% and 36%, respectively, from 2016 to 2018. For accounts modified in 2020, the origination date prior to the modification was maintained based on the types of temporary payment relief provided.

On a quarterly basis, we evaluate individual larger balance accounts for impairment. A finance receivable is considered impaired when it is probable that we will be unable to collect all amounts due according to the contractual terms of the loan agreement based on our review of the credit quality indicators described above. Impaired finance receivables include both nonaccrual accounts and accounts for which full collection of principal and interest remains probable, but the account's original terms have been, or are expected to be, significantly modified. If the modification specifies an interest rate equal to or greater than a market rate for a finance receivable with comparable risk, the account is not considered impaired in years subsequent to the modification.

A summary of impaired finance receivables, excluding leveraged leases, and the average recorded investment is provided below:

millions)		January 2, 2021		January 4, 2020	
Recorded investment:					
Impaired loans with specific allowance for losses	\$	46	\$	17	
Impaired loans with no specific allowance for losses		117		22	
Total	\$	163	\$	39	
Unpaid principal balance	\$	175	\$	50	
Allowance for losses on impaired loans		7		3	
Average recorded investment		126		40	

A summary of the allowance for losses on finance receivables based on how the underlying finance receivables are evaluated for impairment, is provided below. The finance receivables reported in this table exclude \$95 million and \$104 million of leveraged leases at January 2, 2021 and January 4, 2020, respectively, in accordance with U.S. generally accepted accounting principles.

(In millions)	January 2, 2021	January 4, 2020
Allowance based on collective evaluation	\$ 28	\$ 22
Allowance based on individual evaluation	7	3
Finance receivables evaluated collectively	521	564
Finance receivables evaluated individually	163	39

#### Note 5. Inventories

Inventories are composed of the following:

	·	January 2,	January 4,
(In millions)		2021	2020
Finished goods	\$	1,228	\$ 1,557
Work in process		1,455	1,616
Raw materials and components		830	896
Total	\$	3,513	\$ 4,069

Inventories valued by the LIFO method totaled \$2.2 billion and \$2.5 billion at January 2, 2021 and January 4, 2020, respectively, and the carrying values of these inventories would have been higher by approximately \$507 million and \$475 million, respectively, had our LIFO inventories been valued at current costs.

# Note 6. Property, Plant and Equipment, Net

Our Manufacturing group's property, plant and equipment, net is composed of the following:

(Dollars in millions)		ful I 1 yea	Lives		January 2, 2021		January 4, 2020
Land, buildings and improvements	2	•	40	•	2,031	¢	1,991
	2			Ф		Φ	
Machinery and equipment	2	-	20		5,181		4,941
					7,212		6,932
Accumulated depreciation and amortization					(4,696)		(4,405)
Total				\$	2,516	\$	2,527

The Manufacturing group's depreciation expense, which included amortization expense on finance leases, totaled \$325 million, \$346 million and \$358 million in 2020, 2019 and 2018, respectively.

## **Note 7. Other Assets**

Other assets includes the cash surrender value of corporate-owned life insurance policies, net of any borrowings against these policies. During the first quarter of 2020, we borrowed \$377 million against the policies as we strengthened our cash position in light of disruptions caused by the COVID-19 pandemic. These borrowings were subsequently repaid and there were no outstanding borrowings against these policies at January 2, 2021. Proceeds from these borrowings and subsequent payments have been classified as financing activities in the consolidated statement of cash flows. Interest expense incurred on borrowings against corporate-owned life insurance policies is recorded as an offset with policy income.

In 2019, TRU Simulation + Training Inc., a business within our Textron Systems segment, contributed assets associated with its training business into FlightSafety Textron Aviation Training LLC, a company formed by FlightSafety International Inc. and TRU to provide training solutions for Textron Aviation's commercial business and general aviation aircraft. We have a 30% interest in this company and our investment is accounted for under the equity method of accounting. We contributed assets with a carrying value of \$69 million to the company, which primarily included property, plant and equipment. In addition, \$71 million of the Textron Systems segment's goodwill was allocated to this transaction. Based on the fair value of our share of the business, we recorded a pre-tax net gain of \$18 million in 2019 to cost of sales in our Consolidated Statements of Operations.

## **Note 8. Other Current Liabilities**

The other current liabilities of our Manufacturing group are summarized below:

(In millions)	January 2, 2021	January 4, 2020
Contract liabilities	\$ 758	\$ 715
Salaries, wages and employer taxes	381	362
Current portion of warranty and product maintenance liabilities	133	147
Other	713	683
Total	\$ 1,985	\$ 1,907

Changes in our warranty liability are as follows:

(In millions)	2020	2019	2018
Balance at beginning of year	\$ 141	\$ 149 \$	164
Provision	54	68	72
Settlements	(64)	(70)	(78)
Adjustments*	(12)	(6)	(9)
Balance at end of year	\$ 119	\$ 141 \$	149

<sup>\*</sup> Adjustments include changes to prior year estimates, new issues on prior year sales, reclassifications to held for sale, business acquisitions/dispositions and currency translation adjustments.

#### Note 9. Leases

We primarily lease certain manufacturing plants, offices, warehouses, training and service centers at various locations worldwide that are classified as either operating or finance leases. Our leases have remaining lease terms up to 28 years, which include options to extend the lease term for periods up to 25 years when it is reasonably certain the option will be exercised.

Operating lease cost totaled \$61 million and \$64 million, in 2020 and 2019, respectively. Finance lease cost and variable and short-term lease costs were not significant. In 2020 and 2019, cash paid for operating lease liabilities totaled \$60 million and \$62 million, respectively, which is classified as cash flows from operating activities. Noncash transactions totaled \$119 million in 2020 and \$25 million in 2019, reflecting the recognition of operating lease assets and liabilities for new or extended leases. Balance sheet and other information related to our leases is as follows:

(Dollars in millions)	January 2, 2021	January 4,
(Dollars in millions)  Operating leases:	2021	2020
•	Φ 2.40	Ф 277
Other assets	\$ 349	\$ 277
Other current liabilities	47	48
Other liabilities	306	233
Finance leases:		
Property, plant and equipment, net	\$ 35	\$ 39
Current portion of long-term debt	2	2
Long-term debt	38	40
Weighted-average remaining lease term (in years)		
Operating leases	11.6	10.2
Finance leases	16.8	17.9
Weighted-average discount rate		
Operating leases	4.17%	4.42%
Finance leases	4.35%	4.37%

Maturities of our lease liabilities at January 2, 2021 are as follows:

	Operating	Finance
(In millions)	Leases	Leases
2021	\$ 59 \$	4
2022	53	4
2023	44	4
2024	35	4
2025	33	5
Thereafter	232	42
Total lease payments	456	63
Less: interest	(103)	(23)
Total lease liabilities	\$ 353 \$	40

## Note 10. Debt and Credit Facilities

Our debt is summarized in the table below:

(In millions)	J	January 2, 2021	January 4, 2020
Manufacturing group			
6.625% due 2020	\$	_	\$ 199
Variable-rate notes due 2020 (2.45%)		_	350
3.65% due 2021		250	250
5.95% due 2021		250	250
4.30% due 2024		350	350
3.875% due 2025		350	350
4.00% due 2026		350	350
3.65% due 2027		350	350
3.375% due 2028		300	300
3.90% due 2029		300	300
3.00% due 2030		650	_
2.45% due 2031		500	
Other (weighted-average rate of 2.60% and 3.01%, respectively)		57	75
Total Manufacturing group debt	\$	3,707	\$ 3,124
Less: Current portion of long-term debt		(509)	(561)
Total Long-term debt	\$	3,198	\$ 2,563
Finance group			
Variable-rate note due 2022 (1.70% and 2.87%, respectively)	\$	150	\$ 150
2.88% note due 2022		150	150
Fixed-rate notes due 2020-2028 (weighted-average rate of 3.25% and 3.20%, respectively)*		51	65
Variable-rate notes due 2020-2027 (weighted-average rate of 1.73% and 3.31%, respectively)*		17	22
Fixed-to-Floating Rate Junior Subordinated Notes (1.96% and 3.64%, respectively)		294	299
Total Finance group debt	\$	662	\$ 686

<sup>\*</sup> Notes amortize on a monthly basis and are secured by finance receivables as described in Note 4.

The following table shows required payments during the next five years on debt outstanding at January 2, 2021:

(In millions)	2021	2022	2023	2024	2025
Manufacturing group	\$ 509 \$	8 \$	8 \$	361 \$	357
Finance group	13	316	16	15	5
Total	\$ 522 \$	324 \$	24 \$	376 \$	362

Textron has a senior unsecured revolving credit facility for an aggregate principal amount of \$1.0 billion, of which up to \$100 million is available for the issuance of letters of credit. We may elect to increase the aggregate amount of commitments under the facility to up to \$1.3 billion by designating an additional lender or by an existing lender agreeing to increase its commitment. The facility expires in October 2024, subject to up to two one-year extensions at our option with the consent of lenders representing a

majority of the commitments under the facility. At January 2, 2021 and January 4, 2020, there were no amounts borrowed against the facility and there were \$9 million and \$10 million, respectively, of outstanding letters of credit issued under the facility.

# Fixed-to-Floating Rate Junior Subordinated Notes

The Finance group's \$294 million of Fixed-to-Floating Rate Junior Subordinated Notes are unsecured and rank junior to all of its existing and future senior debt. The notes mature on February 15, 2067; however, we have the right to redeem the notes at par at any time and we are obligated to redeem the notes beginning on February 15, 2042. During 2020, TFC repurchased \$5 million of these notes. Interest on the notes was fixed at 6% through February 15, 2017 and is now variable at the three-month London Interbank Offered Rate + 1.735%.

# **Support Agreement**

Under a Support Agreement between Textron and TFC, Textron is required to maintain a controlling interest in TFC. The agreement, as amended in December 2015, also requires Textron to ensure that TFC maintains fixed charge coverage of no less than 125% and consolidated shareholders' equity of no less than \$125 million. There were no cash contributions required to be paid to TFC in 2020, 2019 and 2018 to maintain compliance with the support agreement.

#### Note 11. Derivative Instruments and Fair Value Measurements

We measure fair value at the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We prioritize the assumptions that market participants would use in pricing the asset or liability into a three-tier fair value hierarchy. This fair value hierarchy gives the highest priority (Level 1) to quoted prices in active markets for identical assets or liabilities and the lowest priority (Level 3) to unobservable inputs in which little or no market data exist, requiring companies to develop their own assumptions. Observable inputs that do not meet the criteria of Level 1, which include quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets and liabilities in markets that are not active, are categorized as Level 2. Level 3 inputs are those that reflect our estimates about the assumptions market participants would use in pricing the asset or liability based on the best information available in the circumstances. Valuation techniques for assets and liabilities measured using Level 3 inputs may include methodologies such as the market approach, the income approach or the cost approach and may use unobservable inputs such as projections, estimates and management's interpretation of current market data. These unobservable inputs are utilized only to the extent that observable inputs are not available or cost effective to obtain.

## Assets and Liabilities Recorded at Fair Value on a Recurring Basis

We manufacture and sell our products in a number of countries throughout the world, and, therefore, we are exposed to movements in foreign currency exchange rates. We primarily utilize foreign currency exchange contracts with maturities of no more than three years to manage this volatility. These contracts qualify as cash flow hedges and are intended to offset the effect of exchange rate fluctuations on forecasted sales, inventory purchases and overhead expenses. Net gains and losses recognized in earnings and Accumulated other comprehensive loss on cash flow hedges, including gains and losses related to hedge ineffectiveness, were not significant in the periods presented.

Our foreign currency exchange contracts are measured at fair value using the market method valuation technique. The inputs to this technique utilize current foreign currency exchange forward market rates published by third-party leading financial news and data providers. These are observable data that represent the rates that the financial institution uses for contracts entered into at that date; however, they are not based on actual transactions so they are classified as Level 2. At January 2, 2021 and January 4, 2020, we had foreign currency exchange contracts with notional amounts upon which the contracts were based of \$318 million and \$342 million, respectively. At January 2, 2021, the fair value amounts of our foreign currency exchange contracts were a \$5 million asset and a \$2 million liability. At January 4, 2020, the fair value amounts of our foreign currency exchange contracts were a \$2 million asset and a \$2 million liability.

Our Finance group enters into interest rate swap agreements to mitigate exposure to fluctuations in interest rates. By using these contracts, we are able to convert floating-rate cash flows to fixed-rate cash flows. These agreements are designated as cash flow hedges. At January 2, 2021, we had one swap agreement that matures in February 2022 for a notional amount of \$294 million with a fair value of a \$4 million liability.

#### Assets and Liabilities Not Recorded at Fair Value

The carrying value and estimated fair value of our financial instruments that are not reflected in the financial statements at fair value are as follows:

	January 2,	2021	January 4, 2020			
(In millions)	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value		
Manufacturing group						
Debt, excluding leases	\$ (3,690) \$	(3,986) \$	(3,097) \$	(3,249)		
Finance group						
Finance receivables, excluding leases	549	599	493	527		
Debt	(662)	(587)	(686)	(634)		

Fair value for the Manufacturing group debt is determined using market observable data for similar transactions (Level 2). The fair value for the Finance group debt was determined primarily based on discounted cash flow analyses using observable market inputs from debt with similar duration, subordination and credit default expectations (Level 2). Fair value estimates for finance receivables were determined based on internally developed discounted cash flow models primarily utilizing significant unobservable inputs (Level 3), which include estimates of the rate of return, financing cost, capital structure and/or discount rate expectations of current market participants combined with estimated loan cash flows based on credit losses, payment rates and expectations of borrowers' ability to make payments on a timely basis.

# Note 12. Shareholders' Equity

## **Capital Stock**

We have authorization for 15 million shares of preferred stock with a par value of \$0.01 and 500 million shares of common stock with a par value of \$0.125. Outstanding common stock activity is presented below:

(In thousands)	2020	2019	2018
Balance at beginning of year	227,956	235,621	261,471
Share repurchases	(4,145)	(10,011)	(29,094)
Share-based compensation activity	2,633	2,346	3,244
Balance at end of year	226,444	227,956	235,621

## **Earnings Per Share**

We calculate basic and diluted earnings per share (EPS) based on net income, which approximates income available to common shareholders for each period. Basic EPS is calculated using the two-class method, which includes the weighted-average number of common shares outstanding during the period and restricted stock units to be paid in stock that are deemed participating securities as they provide nonforfeitable rights to dividends. Diluted EPS considers the dilutive effect of all potential future common stock, including stock options.

The weighted-average shares outstanding for basic and diluted EPS are as follows:

(In thousands)	2020	2019	2018
Basic weighted-average shares outstanding	228,536	231,315	250,196
Dilutive effect of stock options	443	1,394	3,041
Diluted weighted-average shares outstanding	228,979	232,709	253,237

In 2020, 2019 and 2018, stock options to purchase 7.6 million, 4.3 million and 1.3 million shares, respectively, of common stock are excluded from the calculation of diluted weighted-average shares outstanding as their effect would have been anti-dilutive.

#### **Accumulated Other Comprehensive Loss**

The components of Accumulated other comprehensive loss are presented below:

	ı	Pension and Postretirement	Foreign Currency	Deferred Gains (Losses)	Accumulated Other
(In millions)		Benefits Adjustments	Translation Adjustments	on Hedge Contracts	Comprehensive Loss
Balance at December 29, 2018	\$	(1,727) \$	(32) \$	(3) 5	
Other comprehensive loss before reclassifications	,	(166)	(4)	5	(165)
Reclassified from Accumulated other comprehensive loss		82	<u> </u>	(2)	80
Balance at January 4, 2020	\$	(1,811) \$	(36) \$	_ \$	(1,847)
Other comprehensive loss before reclassifications		(115)	78	3	(34)
Reclassified from Accumulated other comprehensive loss		146	_	(4)	142
Balance at January 2, 2021	\$	(1,780) \$	42 \$	(1) \$	(1,739)

## Other comprehensive income (loss)

The before and after-tax components of other comprehensive income (loss) are presented below:

		2020			2019		2018			
		Tax	After-		Tax	After-		Tax	After-	
(In millions)	Pre-Tax Amount	(Expense) Benefit	Tax Amount	Pre-Tax Amount	(Expense) Benefit	Tax Amount	Pre-Tax Amount	(Expense) Benefit	Tax Amount	
Pension and postretirement benefits										
adjustments:										
Unrealized losses	\$ (144)	\$ 35	\$ (109)	\$ (218)	\$ 52	\$ (166)	\$ (248)	\$ 58	\$ (190)	
Amortization of net actuarial loss*	184	(43)	141	99	(23)	76	152	(35)	117	
Amortization of prior service cost*	6	(1)	5	8	(2)	6	9	(2)	7	
Recognition of prior service cost	(8)	2	(6)			_	(20)	5	(15)	
Business disposition	_		<u> </u>	_		_	7		7	
Pension and postretirement benefits										
adjustments, net	38	(7)	31	(111)	27	(84)	(100)	26	(74)	
Foreign currency translation adjustments:										
Foreign currency translation adjustments	81	(3)	78	(6)	2	(4)	(46)	(3)	(49)	
Business disposition		_	_	_			6		6	
Foreign currency translation adjustments, net	81	(3)	78	(6)	2	(4)	(40)	(3)	(43)	
Deferred gains (losses) on hedge contracts:										
Current deferrals	4	(1)	3	8	(3)	5	(8)	_	(8)	
Reclassification adjustments	(6)	2	(4)	(2)		(2)	(7)	2	(5)	
Deferred gains (losses) on hedge										
contracts, net	(2)	1	(1)	6	(3)	3	(15)	2	(13)	
Total	\$ 117	\$ (9)	\$ 108	\$ (111)	\$ 26	\$ (85)	\$ (155)	\$ 25	\$ (130)	

<sup>\*</sup> These components of other comprehensive income (loss) are included in the computation of net periodic pension cost. See Note 16 for additional information.

## Note 13. Segment and Geographic Data

We operate in, and report financial information for, the following five business segments: Textron Aviation, Bell, Textron Systems, Industrial and Finance. The accounting policies of the segments are the same as those described in Note 1.

Textron Aviation products include Citation jets, King Air and Caravan turboprop aircraft, military trainer and defense aircraft, piston engine aircraft, and aftermarket part sales and services sold to a diverse base of corporate and individual buyers, and U.S. and non-U.S. governments.

Bell products include military and commercial helicopters, tiltrotor aircraft and related spare parts and services. Bell supplies military helicopters and, in association with The Boeing Company, military tiltrotor aircraft, and aftermarket services to the U.S. and non-U.S. governments. Bell also supplies commercial helicopters and aftermarket services to corporate, private, law enforcement, utility and emergency medical helicopter operators, and foreign governments.

Textron Systems products include unmanned aircraft and surface systems, marine craft, armored vehicles and specialty vehicles, and other defense and aviation mission support products and services primarily for U.S. and non-U.S. governments.

Industrial products and markets include the following:

- Fuel Systems and Functional Components products consist of blow-molded plastic fuel systems, including conventional plastic fuel tanks and pressurized fuel tanks for hybrid applications, clear-vision systems and plastic tanks for selective catalytic reduction systems that are marketed primarily to automobile OEMs; and
- Specialized Vehicles products include golf cars, off-road utility vehicles, recreational side-by-side and all-terrain
  vehicles, snowmobiles, light transportation vehicles, aviation ground support equipment, professional turf-maintenance
  equipment and turf-care vehicles that are marketed primarily to golf courses and resorts, government agencies and
  municipalities, consumers, outdoor enthusiasts, and commercial and industrial users.

The Finance segment provides financing primarily to purchasers of new and pre-owned Textron Aviation aircraft and Bell helicopters.

Segment profit is an important measure used for evaluating performance and for decision-making purposes. Segment profit for the manufacturing segments excludes interest expense, certain corporate expenses, gains/losses on major business dispositions, special charges and an inventory charge related to the 2020 COVID-19 restructuring plan, as discussed in Note 17. The measurement for the Finance segment includes interest income and expense along with intercompany interest income and expense.

Our revenues by segment, along with a reconciliation of segment profit to income before income taxes, are as follows:

	Revenues								Segment Profit			
(In millions)		2020		2019		2018		2020		2019	2018	
Textron Aviation	\$	3,974	\$	5,187	\$	4,971	\$	16	\$	449 \$	445	
Bell		3,309		3,254		3,180		462		435	425	
Textron Systems		1,313		1,325		1,464		152		141	156	
Industrial		3,000		3,798		4,291		111		217	218	
Finance		55		66		66		10		28	23	
Total	\$	11,651	\$	13,630	\$	13,972	\$	751	\$	1,270 \$	1,267	
Corporate expenses and other, net								(122)		(110)	(119)	
Interest expense, net for Manufacturing group								(145)		(146)	(135)	
Special charges*								(147)		(72)	(73)	
Inventory charge*								(55)		_		
Gain on business disposition								_		_	444	
Income before income taxes							\$	282	\$	942 \$	1,384	

<sup>\*</sup> See Note 17 for additional information.

Other information by segment is provided below:

	As	sets		Capital Expenditures Depreciation and Amortiza								ortizat	ion	
(In millions)	January 2, 2021	J	January 4, 2020		2020		2019	2018		2020		2019		2018
Textron Aviation	\$ 4,380	\$	4,692	\$	94	\$	122 \$	132	\$	138	\$	137	\$	145
Bell	2,984		2,783		117		81	65		91		107		108
Textron Systems	2,054		2,352		42		38	39		43		48		54
Industrial	2,500		2,781		62		97	132		102		108		112
Finance	938		964							5		6		8
Corporate	2,587		1,446		2		1	1		12		10		10
Total	\$ 15,443	\$	15,018	\$	317	\$	339 \$	369	\$	391	\$	416	\$	437

# Geographic Data

Presented below is selected financial information by geographic area:

		D	evenues*		Propert and Equip	•	
		I	evenues		January 2,	_	January 4,
(In millions)	2020		2019	2018	2021		2020
United States	\$ 7,943	\$	8,963 \$	8,667	\$ 2,068	\$	2,054
Europe	1,336		1,986	2,187	237		244
Asia and Australia	1,106		1,070	1,253	95		97
Other international	1,266		1,611	1,865	116		132
Total	\$ 11,651	\$	13,630 \$	13,972	\$ 2,516	\$	2,527

<sup>\*</sup> Revenues are attributed to countries based on the location of the customer.
\*\* Property, plant and equipment, net is based on the location of the asset.

# Note 14. Revenues

# **Disaggregation of Revenues**

Our revenues disaggregated by major product type are presented below:

(In millions)	2020	2019	2018
Aircraft	\$ 2,714	\$ 3,592	\$ 3,435
Aftermarket parts and services	1,260	1,595	1,536
Textron Aviation	3,974	5,187	4,971
Military aircraft and support programs	2,213	1,988	2,030
Commercial helicopters, parts and services	1,096	1,266	1,150
Bell	3,309	3,254	3,180
Unmanned systems	621	572	612
Marine and land systems	179	208	311
Simulation, training and other	513	545	541
Textron Systems	1,313	1,325	1,464
Fuel systems and functional components	1,751	2,237	2,352
Specialized vehicles	1,249	1,561	1,691
Tools and test equipment			248
Industrial	3,000	3,798	4,291
Finance	55	66	66
Total revenues	\$ 11,651	\$ 13,630	\$ 13,972

Our revenues for our segments by customer type and geographic location are presented below:

(In millions)	Textron Aviation	Bell	Textron Systems	Industrial	Finance	Total
2020	1211111111	20.1	Systems			1000
Customer type:						
Commercial	\$ 3,826 \$	1,079 \$	249 \$	2,993 \$	55 \$	8,202
U.S. Government	148	2,230	1,064	7	_	3,449
Total revenues	\$ 3,974 \$	3,309 \$	1,313 \$	3,000 \$	55 \$	11,651
Geographic location:	·	·	·	·		
United States	\$ 2,825 \$	2,564 \$	1,129 \$	1,398 \$	27 \$	7,943
Europe	356	148	44	786	2	1,336
Asia and Australia	379	330	67	328	2	1,106
Other international	414	267	73	488	24	1,266
Total revenues	\$ 3,974 \$	3,309 \$	1,313 \$	3,000 \$	55 \$	11,651
2019						
Customer type:						
Commercial	\$ 4,956 \$	1,238 \$	359 \$	3,775 \$	66 \$	10,394
U.S. Government	231	2,016	966	23		3,236
Total revenues	\$ 5,187 \$	3,254 \$	1,325 \$	3,798 \$	66 \$	13,630
Geographic location:						
United States	\$ 3,708 \$	2,440 \$	1,083 \$	1,698 \$	34 \$	8,963
Europe	678	142	73	1,091	2	1,986
Asia and Australia	244	348	103	374	1	1,070
Other international	557	324	66	635	29	1,611
Total revenues	\$ 5,187 \$	3,254 \$	1,325 \$	3,798 \$	66 \$	13,630
2018						
Customer type:						
Commercial	\$ 4,734 \$	1,114 \$	431 \$	4,277 \$	66 \$	10,622
U.S. Government	237	2,066	1,033	14		3,350
Total revenues	\$ 4,971 \$	3,180 \$	1,464 \$	4,291 \$	66 \$	13,972
Geographic location:						
United States	\$ 3,379 \$	2,186 \$	1,118 \$	1,957 \$	27 \$	8,667
Europe	612	162	74	1,333	6	2,187
Asia and Australia	336	427	127	357	6	1,253
Other international	 644	405	145	644	27	1,865
Total revenues	\$ 4,971 \$	3,180 \$	1,464 \$	4,291 \$	66 \$	13,972

## **Remaining Performance Obligations**

Our remaining performance obligations, which is the equivalent of our backlog, represent the expected transaction price allocated to our contracts that we expect to recognize as revenue in future periods when we perform under the contracts. These remaining obligations exclude unexercised contract options and potential orders under ordering-type contracts such as Indefinite Delivery, Indefinite Quantity contracts. At January 2, 2021, we had \$9.5 billion in remaining performance obligations of which we expect to recognize revenues of approximately 76% through 2022, an additional 20% through 2024, and the balance thereafter.

#### **Contract Assets and Liabilities**

Assets and liabilities related to our contracts with customers are reported on a contract-by-contract basis at the end of each reporting period. At January 2, 2021 and January 4, 2020, contract assets totaled \$561 million and \$567 million, respectively, and contract liabilities totaled \$842 million and \$830 million, respectively, reflecting timing differences between revenues recognized, billings and payments from customers. During 2020, 2019 and 2018, we recognized revenues of \$506 million, \$590 million and \$817 million, respectively, that were included in the contract liability balance at the beginning of each year.

## **Note 15. Share-Based Compensation**

Under our 2015 Long-Term Incentive Plan (Plan), which replaced our 2007 Long-Term Incentive Plan in April 2015, we have authorization to provide awards to selected employees and non-employee directors in the form of stock options, restricted stock, restricted stock units, stock appreciation rights, performance stock, performance share units and other awards. A maximum of 17 million shares is authorized for issuance for all purposes under the Plan plus any shares that become available upon cancellation, forfeiture or expiration of awards granted under the 2007 Long-Term Incentive Plan. No more than 17 million shares may be awarded pursuant to incentive stock options, and no more than 4.25 million shares may be issued pursuant to awards of restricted stock, restricted stock units, performance stock or other awards that are payable in shares. For 2020, 2019 and 2018, the awards granted under this Plan primarily included stock options, restricted stock units and performance share units.

Through our Deferred Income Plan for Textron Executives, we provide certain executives the opportunity to voluntarily defer up to 80% of their base salary, along with incentive compensation. Elective deferrals may be put into either a stock unit account or an interest-bearing account. Participants cannot move amounts between the two accounts while actively employed by us and cannot receive distributions until termination of employment. The intrinsic value of amounts paid under this deferred income plan was not significant in 2020, 2019 and 2018.

Share-based compensation costs are reflected primarily in selling and administrative expense. Compensation expense included in net income for our share-based compensation plans is as follows:

(In millions)	2020	2019	2018
Compensation expense	\$ 57	\$ 52 \$	35
Income tax benefit	(14)	(12)	(8)
Total compensation expense included in net income	\$ 43	\$ 40 \$	27

Compensation cost for awards subject only to service conditions that vest ratably is recognized on a straight-line basis over the requisite service period for each separately vesting portion of the award. Our awards include continued vesting provisions for retirement eligible employees. Upon reaching retirement eligibility, the service requirement for these individuals is considered to have been satisfied and compensation expense for future awards is recognized on the date of the grant.

As of January 2, 2021, we had not recognized \$30 million of total compensation costs associated with unvested awards subject only to service conditions. We expect to recognize compensation expense for these awards over a weighted-average period of approximately two years.

### **Stock Options**

Stock option compensation expense was \$20 million, \$22 million and \$23 million in 2020, 2019 and 2018, respectively. Options to purchase our shares have a maximum term of ten years and generally vest ratably over a three-year period. Stock option compensation cost is calculated under the fair value approach using the Black-Scholes option-pricing model to determine the fair value of options granted on the date of grant. The expected volatility used in this model is based on historical volatilities and implied volatilities from traded options on our common stock. The expected term is based on historical option exercise data, which is adjusted to reflect any anticipated changes in expected behavior.

We grant options annually on the first day of March. The assumptions used in our option-pricing model for these grants and the weighted-average fair value for these options are as follows:

	2020		2019	2018
Fair value of options at grant date	\$ 10.66	\$	14.62	\$ 15.83
Dividend yield	0.2%		0.2%	0.1%
Expected volatility	29.3%	2	26.6%	26.6%
Risk-free interest rate	1.1%		2.5%	2.6%
Expected term (in years)	4.7		4.7	4.7

The stock option activity during 2020 is provided below:

		Weighted-
	Number of	Average
(Options in thousands)	Options	<b>Exercise Price</b>
Outstanding at beginning of year	8,744	\$ 44.00
Granted	2,003	39.48
Exercised	(723)	(29.71)
Forfeited or expired	(214)	(48.75)
Outstanding at end of year	9,810	\$ 44.03
Exercisable at end of year	6,484	\$ 43.02

At January 2, 2021, our outstanding options had an aggregate intrinsic value of \$65 million and a weighted-average remaining contractual life of 5.8 years. Our exercisable options had an aggregate intrinsic value of \$48 million and a weighted-average remaining contractual life of 4.4 years at January 2, 2021. The total intrinsic value of options exercised during 2020, 2019 and 2018 was \$10 million, \$22 million and \$62 million, respectively.

#### **Restricted Stock Units**

We issue restricted stock units that include the right to receive dividend equivalents and are settled in both cash and stock. Beginning in 2020, new grants of restricted stock units will vest in full on the third anniversary of the grant date. Restricted stock units granted prior to 2020 vest one-third each in the third, fourth and fifth year following the year of the grant. The fair value of these units is based on the trading price of our common stock. For units payable in stock, we use the trading price on the grant date, while units payable in cash are remeasured using the price at each reporting period date.

The 2020 activity for restricted stock units is provided below:

	Units Payable in Stock			Units Paya	ıble in Cash		
			Weighted-		Weighted-		
	Number of	A	Average Grant	Number of	Average Grant		
(Shares/Units in thousands)	Shares	D	ate Fair Value	Units	Date Fair Value		
Outstanding at beginning of year, nonvested	543	\$	49.44	1,104	\$ 49.61		
Granted	179		37.93	360	40.57		
Vested	(139)	)	(42.34)	(276)	(42.34)		
Forfeited				(43)	(49.29)		
Outstanding at end of year, nonvested	583	\$	47.60	1,145	\$ 48.53		

The fair value of the restricted stock unit awards that vested and/or amounts paid under these awards is as follows:

(In millions)	2020	2019	2018
Fair value of awards vested	\$ 17	\$ 23	\$ 25
Cash paid	11	16	18

#### **Performance Share Units**

The fair value of share-based compensation awards accounted for as liabilities includes performance share units, which are paid in cash in the first quarter of the year following vesting. Beginning with grants made in 2020, performance share units are subject to performance goals set at the beginning of the three-year performance period. Performance share units granted prior to 2020 are subject to performance goals set for each year of the three-year performance period. Performance share units vest at the end of the three-year performance period. The fair value of these units is based on the trading price of our common stock and is remeasured at each reporting period date.

The 2020 activity for our performance share units is as follows:

		,	Weighted-
	Number of	Aver	age Grant
(Units in thousands)	Units	Date I	Fair Value
Outstanding at beginning of year, nonvested	411	\$	56.03
Granted	276		40.60
Vested	(173)		(58.24)
Outstanding at end of year, nonvested	514	\$	47.02

The fair value of the performance share units that vested and/or amounts paid under these awards is as follows:

(In millions)	2020	2019	2018
Fair value of awards vested	\$ 8	\$ 9	\$ 12
Cash paid	7	10	11

#### Note 16. Retirement Plans

We provide defined-contribution benefits to eligible employees, as well as some remaining defined-benefit pension and other post-retirement benefits covering certain of our U.S. and Non-U.S. employees. Substantially all of our employees are covered by defined contribution plans. The largest of these plans, the Textron Savings Plan, is a qualified 401(k) plan subject to the Employee Retirement Income Security Act of 1974 (ERISA). Our defined contribution plans cost \$128 million, \$130 million and \$125 million in 2020, 2019 and 2018, respectively. We also provide postretirement benefits other than pensions for certain retired employees in the U.S. that include healthcare, dental care, Medicare Part B reimbursement and life insurance.

A portion of our U.S. employees participate in the legacy defined benefit pension plans which were closed to new participants beginning on January 1, 2010. These plans; the Textron Master Retirement Plan, the Bell Helicopter Textron Master Retirement Plan, and the CWC Castings Division of Textron Inc. Hourly-Rated Employees' Pension Plan, are subject to the provisions of ERISA and provide a minimum guaranteed benefit to participants. The primary factors affecting the benefits earned by participants in our pension plans are employees' years of service and compensation levels. Employees hired subsequent to the closure of these plans receive an additional annual cash contribution to their Textron Savings Plan account based on their eligible compensation of up to 4%.

## **Periodic Benefit Cost (Credit)**

The components of net periodic benefit cost (credit) and other amounts recognized in other comprehensive income (loss) (OCI) are as follows:

	Pension Benefits							Postretirement Benefits Other than Pensions			
(In millions)		2020		2019	2018		2020		2019		2018
Net periodic benefit cost (credit)											
Service cost	\$	106	\$	91 \$	104	\$	2	\$	3	\$	3
Interest cost		293		326	306		8		10		10
Expected return on plan assets		(574)		(556)	(553)						
Amortization of prior service cost (credit)		11		14	15		(5)		(6)		(6)
Amortization of net actuarial loss (gain)		185		101	153		(1)		(2)		(1)
Net periodic benefit cost (credit)*	\$	21	\$	(24) \$	25	\$	4	\$	5	\$	6
Other changes in plan assets and benefit obligations											
recognized in OCI											
Current year actuarial loss (gain)	\$	146	\$	207 \$	270	\$	(2)	\$	11	\$	(22)
Current year prior service cost		8		_	20						
Amortization of net actuarial gain (loss)		(185)		(101)	(153)		1		2		1
Amortization of prior service credit (cost)		(11)		(14)	(15)		5		6		6
Business disposition		_		_	(7)						
Total recognized in OCI, before taxes	\$	(42)	\$	92 \$	115	\$	4	\$	19	\$	(15)
Total recognized in net periodic benefit cost (credit) and OCI	\$	(21)	\$	68 \$	140	\$	8	\$	24	\$	(9)

<sup>\*</sup> Excludes the cost associated with the defined contribution component, included in certain of our U.S.-based defined benefit pension plans, that totaled \$11 million in 2020 and \$13 million for both 2019 and 2018.

# **Obligations and Funded Status**

All of our plans are measured as of our fiscal year-end. The changes in the projected benefit obligation and in the fair value of plan assets, along with our funded status, are as follows:

	Pension	Bei	nefits	Postretirem Other that	 
(In millions)	January 2, 2021		January 4, 2020	January 2, 2021	January 4, 2020
Change in projected benefit obligation					
Projected benefit obligation at beginning of year	\$ 8,938	\$	7,901	\$ 246	\$ 250
Service cost	106		91	2	3
Interest cost	293		326	8	10
Plan participants' contributions	_			5	5
Actuarial losses (gains)	888		1,001	(2)	11
Benefits paid	(429)		(421)	(29)	(33)
Plan amendment	8			_	_
Foreign exchange rate changes and other	29		40	_	_
Projected benefit obligation at end of year	\$ 9,833	\$	8,938	\$ 230	\$ 246
Change in fair value of plan assets					
Fair value of plan assets at beginning of year	\$ 8,129	\$	7,122		
Actual return on plan assets	1,312		1,350		
Employer contributions	37		38		
Benefits paid	(429)		(421)		
Foreign exchange rate changes and other	31		40		
Fair value of plan assets at end of year	\$ 9,080	\$	8,129		
Funded status at end of year	\$ (753)	\$	(809)	\$ (230)	\$ (246)

Actuarial losses (gains) reflected in the table above for both 2020 and 2019 were largely the result of changes in the discount rate utilized.

Amounts recognized in our balance sheets are as follows:

	Pension	Be	nefits	Postretirem Other than	 
(In millions)	January 2, 2021		January 4, 2020	January 2, 2021	January 4, 2020
Non-current assets	\$ 216	\$	152	\$ _	\$ 
Current liabilities	(28)		(27)	(23)	(26)
Non-current liabilities	(941)		(934)	(207)	(220)
Recognized in Accumulated other comprehensive loss, pre-tax:					
Net loss (gain)	2,238		2,271	(23)	(21)
Prior service cost (credit)	52		55	(15)	(20)

The accumulated benefit obligation for all defined benefit pension plans was \$9.3 billion and \$8.5 billion at January 2, 2021 and January 4, 2020, respectively, which included \$440 million and \$404 million, respectively, in accumulated benefit obligations for unfunded plans where funding is not permitted or in foreign environments where funding is not feasible.

Pension plans with accumulated benefit obligation exceeding the fair value of plan assets are as follows:

(In millions)	January 2, 2021	January 4, 2020
Accumulated benefit obligation	\$ 789	\$ 8,050
Fair value of plan assets	282	7,500

Pension plans with projected benefit obligation exceeding the fair value of plan assets are as follows:

(In millions)	Ja	anuary 2, 2021	January 4, 2020
Projected benefit obligation	\$	9,333	\$ 8,462
Fair value of plan assets		8,363	7,500

#### **Assumptions**

The weighted-average assumptions we use for our pension and postretirement plans are as follows:

	Pe	ension Benefits			etirement Benefi er than Pensions	
	2020	2019	2018	2020	2019	2018
Net periodic benefit cost						
Discount rate	3.36%	4.24%	3.67%	3.20%	4.25%	3.50%
Expected long-term rate of return on assets	7.55%	7.55%	7.58%			
Rate of compensation increase	3.50%	3.50%	3.50%			
Benefit obligations at year-end						
Discount rate	2.62%	3.36%	4.24%	2.35%	3.20%	4.25%
Rate of compensation increase	3.50%	3.50%	3.50%			
Interest crediting rate for cash balance plans	5.25%	5.25%	5.25%			

For 2021, the long-term rate of return on assets for our domestic plans will be reduced from 7.75% to 7.25%, principally reflecting the impact of current expectations of long-term market conditions on certain investment returns. As discussed in Note 1, actuarial gains and losses are amortized into net periodic pension cost based on either the remaining service period of the active participants or the remaining life expectancy of the inactive participants. As of January 2, 2021, almost all of the participants for our largest domestic plan, the TMRP, were considered inactive largely due to actions taken in prior years to close the plan to new entrants. Accordingly, the amortization period for this plan will change to the average remaining life expectancy of the participant; this change from 7 years to 20 years will reduce 2021 pension cost by approximately \$85 million.

Our assumed healthcare cost trend rate for both the medical and prescription drug cost was 7.00% in both 2020 and 2019. We expect this rate to gradually decline to 5% by 2024 where we assume it will remain.

#### **Pension Assets**

The expected long-term rate of return on plan assets is determined based on a variety of considerations, including the established asset allocation targets and expectations for those asset classes, historical returns of the plans' assets and other market considerations. We invest our pension assets with the objective of achieving a total rate of return over the long term that will be sufficient to fund future pension obligations and to minimize future pension contributions. We are willing to tolerate a commensurate level of risk to achieve this objective based on the funded status of the plans and the long-term nature of our pension liability. Risk is controlled by maintaining a portfolio of assets that is diversified across a variety of asset classes, investment styles and investment managers. Where possible, investment managers are prohibited from owning our securities in the portfolios that they manage on our behalf.

For U.S. plan assets, which represent the majority of our plan assets, asset allocation target ranges are established consistent with our investment objectives, and the assets are rebalanced periodically. For Non-U.S. plan assets, allocations are based on expected cash flow needs and assessments of the local practices and markets. Our target allocation ranges are as follows:

U.S. Plan Assets	
Domestic equity securities	17% to 33%
International equity securities	8% to 19%
Global equities	5% to 17%
Debt securities	27% to 38%
Real estate	7% to 13%
Private investment partnerships	5% to 11%
Non-U.S. Plan Assets	
Equity securities	55% to 75%
Debt securities	25% to 45%
Real estate	0% to 13%

The fair value of our pension plan assets by major category and valuation method is as follows:

		Januar	y 2, 2021		January 4, 2020				
				Not				Not	
				Subject to				Subject to	
(In millions)	Level 1	Level 2	Level 3	Leveling	Level 1	Level 2	Level 3	Leveling	
Cash and equivalents	\$ 49	\$ 3	\$ —	\$ 132	\$ 18	\$ 12	\$ —	\$ 174	
Equity securities:									
Domestic	1,591	_	_	1,241	1,257	_		1,160	
International	1,221	_	_	735	929	_		780	
Mutual funds	195	_	_	_	176	_			
Debt securities:									
National, state and local governments	482	306	_	95	414	308	_	56	
Corporate debt	69	1,134	_	236	14	1,062	_	240	
Asset-backed securities	_	_	_	_	_	_	_	18	
Private investment partnerships	_	_	_	819	_		_	745	
Real estate	_	_	458	314	_		473	293	
Total	\$ 3,607	\$ 1,443	\$ 458	\$ 3,572	\$ 2,808	\$ 1,382	\$ 473	\$ 3,466	

Cash and equivalents, equity securities and debt securities include comingled funds, which represent investments in funds offered to institutional investors that are similar to mutual funds in that they provide diversification by holding various equity and debt securities. Since these comingled funds are not quoted on any active market, they are priced based on the relative value of the underlying equity and debt investments and their individual prices at any given time; these funds are not subject to leveling within the fair value hierarchy. Debt securities are valued based on same day actual trading prices, if available. If such prices are not available, we use a matrix pricing model with historical prices, trends and other factors.

Private investment partnerships represents interests in funds which invest in equity, debt and other financial assets. These funds are generally not publicly traded so the interests therein are valued using income and market methods that include cash flow projections and market multiples for various comparable investments. Real estate includes owned properties and limited partnership interests in real estate partnerships. Owned properties are valued using certified appraisals at least every three years that are updated at least annually by the real estate investment manager based on current market trends and other available information. These appraisals generally use the standard methods for valuing real estate, including forecasting income and identifying current transactions for comparable real estate to arrive at a fair value. Limited partnership interests in real estate partnerships are valued similarly to private investment partnerships, with the general partner using standard real estate valuation methods to value the real estate properties and securities held within their portfolios. Neither private investment nor real estate partnerships are subject to leveling within the fair value hierarchy.

The table below presents a reconciliation of the fair value measurements for owned real estate properties, which use significant unobservable inputs (Level 3):

(In millions)	2020	2019
Balance at beginning of year	\$ 473 \$	460
Unrealized gains (losses), net	(18)	7
Realized gains, net	6	5
Purchases, sales and settlements, net	(3)	1
Balance at end of year	\$ 458 \$	473

## **Estimated Future Cash Flow Impact**

Defined benefits under salaried plans are based on salary and years of service. Hourly plans generally provide benefits based on stated amounts for each year of service. Our funding policy is consistent with applicable laws and regulations. In 2021, we expect to contribute approximately \$51 million to our pension plans. Benefit payments provided below reflect expected future employee service, as appropriate, and are expected to be paid, net of estimated participant contributions. These payments are based on the same assumptions used to measure our benefit obligation at the end of 2020. While pension benefit payments primarily will be paid out of qualified pension trusts, we will pay postretirement benefits other than pensions out of our general corporate assets. Benefit payments that we expect to pay on an undiscounted basis are as follows:

(In millions)	2021	2022	2023	2024	2025	2026-2030
Pension benefits	\$ 434 \$	441 \$	450 \$	459 \$	470 \$	2,460
Postretirement benefits other than pensions	24	23	22	20	19	77

# Note 17. Special Charges

Special charges recorded by segment and type of cost are as follows:

	Severance	,	Contract Ferminations	Asset	Total Restructuring	Other	
(In millions)	Costs		and Other	Impairments		Charges	Total
2020							
Textron Aviation \$	31	\$	:	\$ 2	\$ 33	\$ 32 \$	65
Industrial	27		1	6	34	7	41
Textron Systems	11		12	14	37	_	37
Corporate	4		_	_	4	_	4
Total special charges \$	73	\$	13	\$ 22	\$ 108	\$ 39 \$	147
2019							
Industrial \$	21	\$	11	\$ 6	\$ 38	\$ <b>—</b> \$	38
Textron Aviation	25			4	29	_	29
Corporate	_		_		_	5	5
Total special charges \$	46	\$	11	\$ 10	\$ 67	\$ 5 \$	72
2018							
Industrial \$	8	\$	18	\$ 47	\$ 73	\$ <b>— \$</b>	73
Total special charges \$	8	\$	18	\$ 47	\$ 73	\$ — \$	73

#### 2020 COVID-19 Restructuring Plan

In the second quarter of 2020, we initiated a restructuring plan to reduce operating expenses through headcount reductions, facility consolidations and other actions in response to the economic challenges and uncertainty resulting from the COVID-19 pandemic. As a result of ongoing evaluations, this plan was expanded in the third quarter of 2020 to include additional headcount reductions and facility consolidations in the Industrial segment. The plan primarily impacts the TRU business within the Textron Systems segment, and the Industrial and Textron Aviation segments. At TRU, there has been a substantial decline in demand and order cancellations for flight simulators in light of the expected long-term impact of the pandemic on the commercial air transportation business. Accordingly, we ceased manufacturing at TRU's facility in Montreal, Canada, resulting in a production suspension of its commercial air transport simulators, along with workforce reductions, contract terminations, facility closures and asset impairments. As a result of market conditions and the cessation of manufacturing at this facility, we incurred an inventory valuation charge of \$55 million in the second quarter of 2020, which was recorded in Cost of Sales, to write-down TRU's inventory to its net realizable value. In the fourth quarter of 2020, we reached a definitive agreement to sell TRU Simulation + Training Canada Inc. as described in Note 2.

Through the end of 2020, we recorded pre-tax charges of \$108 million since the inception of the plan. In 2021, we expect to incur additional contract termination costs and other charges in the range of \$20 million to \$30 million, primarily in the Industrial segment. We estimate a total reduction of 2,700 positions, representing 8% of our workforce, and expect the plan to be substantially completed in the first half of 2021.

#### 2020 Other Charges

In the first quarter of 2020, we recognized \$39 million of intangible asset impairment charges at the Textron Aviation and Industrial segments. Due to the impact of the COVID-19 pandemic, we experienced decreased demand for our products and services as our customers delayed or ceased orders due to the environment of economic uncertainty. In light of these conditions, Textron Aviation had temporarily shut down most aircraft production, including the King Air turboprop and Beechcraft piston product lines, and had instituted employee furloughs. Based on these events, we performed an interim impairment test of the indefinite-lived Beechcraft and King Air trade name intangible assets at April 4, 2020. Fair value of these assets was determined utilizing the relief of royalty method assuming an increase in the discount rate based on market data to 9.7% and revised expectations of future revenues for the products and services associated with the tradenames. This analysis resulted in an impairment charge of \$32 million. At January 2, 2021, these intangible assets totaled \$169 million. In the Industrial segment, we fully impaired the Arctic Cat trade name intangible asset within the Specialized Vehicles product line and recorded a \$7 million impairment charge.

## Other Restructuring Plans

In 2019, we recorded \$67 million of special charges in connection with a restructuring plan that was designed to reduce costs and improve overall operating efficiency through headcount reductions, facility consolidations and other actions in the Industrial and Textron Aviation segments. In the Industrial segment, in connection with the strategic review of our Kautex business, cost reduction and other measures were initiated to maximize its operating margin, and we took further cost cutting actions in our Textron Specialized Vehicles businesses. In the Textron Aviation segment, we conducted a review of our ongoing workforce requirements, resulting in targeted headcount reductions and other actions to realign our cost structure. Headcount reductions totaling approximately 1,000 positions, which included business support and administrative functions within both segments, were completed in 2020. The headcount reductions at Textron Aviation were primarily related to engineering positions, reflecting completion of the Longitude certification activities and reduced requirements for ongoing development programs.

In 2018, we recorded \$73 million of special charges in connection with a plan to restructure the Textron Specialized Vehicles businesses within our Industrial segment, which included asset impairment charges of \$47 million, primarily intangible assets related to product rationalization, contract termination and other costs of \$18 million and severance costs of \$8 million. Headcount reductions totaled approximately 400 positions, representing 10% of Textron Specialized Vehicles' workforce.

## **Restructuring Reserve**

Our restructuring reserve activity is summarized below:

		Contract	
	Severance	Terminations	
(In millions)	Costs	and Other	Total
Balance at December 29, 2018	\$ 8	\$ 32 \$	40
Provision for 2019 plan	46	11	57
Cash paid	(8)	(23)	(31)
Foreign currency translation	_	(1)	(1)
Balance at January 4, 2020	\$ 46	\$ 19 \$	65
Provision for 2020 COVID-19 restructuring plan	73	13	86
Cash paid	(77)	(11)	(88)
Reclassifications*	(1)	(12)	(13)
Foreign currency translation	2	<del></del>	2
Balance at January 2, 2021	\$ 43	\$ 9 \$	52

<sup>\*</sup> Reclassifications include amounts classified as held for sale in connection with a business disposition described in Note 2.

The majority of the remaining cash outlays of \$52 million is expected to be paid in the first half of 2021. Severance costs generally are paid on a lump-sum basis and include outplacement costs, which are paid in accordance with normal payment terms.

#### Note 18. Income Taxes

We conduct business globally and, as a result, file numerous consolidated and separate income tax returns within and outside the U.S. For all of our U.S. subsidiaries, we file a consolidated federal income tax return. Income before income taxes is as follows:

(In millions)	2020	2019	2018
U.S.	\$ 202	\$ 668	\$ 557
Non-U.S.	80	274	827
Income before income taxes	\$ 282	\$ 942	\$ 1,384

Income tax expense (benefit) is summarized as follows:

(In millions)	2020	2019	2018
Current expense (benefit):			
Federal	\$ (1) \$	(48) \$	3
State	(76)	16	9
Non-U.S.	57	70	101
	(20)	38	113
Deferred expense (benefit):			
Federal	3	112	60
State	5	(20)	(5)
Non-U.S.	(15)	(3)	(6)
	(7)	89	49
Income tax expense (benefit)	\$ (27) \$	127 \$	162

The following table reconciles the federal statutory income tax rate to our effective income tax rate:

	2020	2019	2018
U.S. Federal statutory income tax rate	21.0%	21.0%	21.0%
Increase (decrease) resulting from:			
State income tax audit settlement (net of federal impact)	(18.6)		_
Research and development tax credits (a)	(18.2)	(7.6)	(2.9)
Outside basis difference in assets held for sale	(2.7)		_
State income taxes (net of federal impact)	(1.2)	0.3	(0.1)
Non-U.S. tax rate differential and foreign tax credits (b)	10.8	1.4	1.3
U.S. tax reform enactment impact	_		(1.0)
U.S. amended returns tax rate differential	_	(1.2)	_
Gain on business disposition, primarily in non-U.S. jurisdictions	_		(5.0)
Other, net	(0.7)	(0.4)	(1.6)
Effective income tax rate	(9.6)%	13.5%	11.7%

<sup>(</sup>a) In 2020, the benefit of research and development tax credits as a percentage of pre-tax income was higher than prior periods primarily due to lower pre-tax income. In 2019, \$61 million in benefits were recognized for additional tax credits related to prior years as a result of the completion of a research and development tax analysis.

#### **Unrecognized Tax Benefits**

Our unrecognized tax benefits represent tax positions for which reserves have been established, with unrecognized state tax benefits reflected net of applicable federal tax benefits. At the end of 2020, 2019 and 2018, if our unrecognized tax benefits were recognized in future periods, they would favorably impact our effective tax rate. A reconciliation of these unrecognized tax benefits is as follows:

(In millions)	2020	2019	2018
Balance at beginning of year	\$ 221 \$	141 \$	182
Additions for tax positions related to current year	11	9	5
Additions for tax positions of prior years	21	74	13
Reductions for settlements and expiration of statute of limitations	(69)	(1)	(22)
Reductions for tax positions of prior years	(1)	(2)	(37)
Balance at end of year	\$ 183 \$	221 \$	141

In 2020, certain tax positions related to state tax attributes were reduced by \$68 million based on an audit settlement with respect to certain state income tax returns. In 2019, additional tax positions primarily reflect the completion of a research and development tax credit analysis for tax credits related to prior years. In 2018, certain tax positions related to research and development tax credits were reduced by \$25 million based on new information, including interactions with the tax authorities and recent audit settlements.

<sup>(</sup>b) In 2020, the effective tax rate was unfavorably impacted by a \$55 million inventory charge and special charges in a non-U.S. jurisdiction where tax benefits cannot be realized, along with a \$10 million tax expense related to a decision to dividend cash back from select non-U.S. jurisdictions to the U.S., partially offset by a \$14 million valuation allowance release.

In the normal course of business, we are subject to examination by tax authorities throughout the world. We are generally no longer subject to U.S. federal tax examinations for years before 2014, state and local income tax examinations for years before 2015, and non-U.S. income tax examinations for years before 2011. In 2019, we filed U.S. federal amended returns for 2012 and 2013 for additional research and development tax credits that are subject to examination.

#### **Deferred Taxes**

The significant components of our net deferred tax assets/(liabilities) are provided below:

(In millions)	January 2, 2021	January 4, 2020
U.S. operating loss and tax credit carryforwards (a)	\$ 320	\$ 235
Obligation for pension and postretirement benefits	287	289
Accrued liabilities (b)	202	214
Deferred compensation	100	95
Operating lease liabilities	97	70
Non-U.S. operating loss and tax credit carryforwards (c)	65	52
Property, plant and equipment, principally depreciation	(199)	(153)
Amortization of goodwill and other intangibles	(171)	(160)
Valuation allowance on deferred tax assets	(157)	(145)
Operating lease right-of-use assets	(95)	(68)
Other leasing transactions, principally leveraged leases	(79)	(80)
Prepaid pension benefits	(44)	(29)
Other, net	16	(51)
Deferred taxes, net	\$ 342	\$ 269

<sup>(</sup>a) At January 2, 2021, U.S. operating loss and tax credit carryforward benefits of \$283 million expire through 2040 if not utilized and \$37 million may be carried forward indefinitely.

We believe earnings during the period when the temporary differences become deductible will be sufficient to realize the related future income tax benefits. For those jurisdictions where the expiration date of tax carryforwards or the projected operating results indicate that realization is not more than likely, a valuation allowance is provided.

The following table presents the breakdown of our deferred taxes:

(In millions)	January 2, 2021	January 4, 2020
Manufacturing group:		
Deferred tax assets, net of valuation allowance	\$ 423	\$ 341
Deferred tax liabilities	(19)	(4)
Finance group – Deferred tax liabilities	(62)	(68)
Net deferred tax asset	\$ 342	\$ 269

Non-U.S. and U.S. state income taxes have not been provided for on basis differences in certain investments, primarily as a result of unremitted earnings in foreign subsidiaries that are indefinitely reinvested, totaled \$1.7 billion at January 2, 2021 and January 4, 2020. Should these earnings be distributed in the future in the form of dividends or otherwise, we would be subject to withholding and income taxes payable to various non-U.S. jurisdictions and U.S. states. Determination of the deferred tax liability associated with indefinitely reinvested earnings is not practicable due to multiple factors, including the complexity of non-U.S. tax laws and tax treaty interpretations, exchange rate fluctuations, and the uncertainty of available credits or exemptions under U.S. federal and state tax laws.

<sup>(</sup>b) Accrued liabilities include warranty reserves, self-insured liabilities and interest.

<sup>(</sup>c) At January 2, 2021, non-U.S. operating loss and tax credit carryforward benefits of \$29 million expire through 2040 if not utilized and \$36 million may be carried forward indefinitely.

# Note 19. Commitments and Contingencies

We are subject to legal proceedings and other claims arising out of the conduct of our business, including proceedings and claims relating to commercial and financial transactions; government contracts; alleged lack of compliance with applicable laws and regulations; production partners; product liability; patent and trademark infringement; employment disputes; and environmental, safety and health matters. Some of these legal proceedings and claims seek damages, fines or penalties in substantial amounts or remediation of environmental contamination. As a government contractor, we are subject to audits, reviews and investigations to determine whether our operations are being conducted in accordance with applicable regulatory requirements. Under federal government procurement regulations, certain claims brought by the U.S. Government could result in our suspension or debarment from U.S. Government contracting for a period of time. On the basis of information presently available, we do not believe that existing proceedings and claims will have a material effect on our financial position or results of operations.

In the ordinary course of business, we enter into standby letter of credit agreements and surety bonds with financial institutions to meet various performance and other obligations. These outstanding letter of credit arrangements and surety bonds aggregated to approximately \$216 million and \$247 million at January 2, 2021 and January 4, 2020, respectively.

## **Environmental Remediation**

As with other industrial enterprises engaged in similar businesses, we are involved in a number of remedial actions under various federal and state laws and regulations relating to the environment that impose liability on companies to clean up, or contribute to the cost of cleaning up, sites on which hazardous wastes or materials were disposed or released. Our accrued environmental liabilities relate to installation of remediation systems, disposal costs, U.S. Environmental Protection Agency oversight costs, legal fees, and operating and maintenance costs for both currently and formerly owned or operated facilities. Circumstances that can affect the reliability and precision of the accruals include the identification of additional sites, environmental regulations, level of cleanup required, technologies available, number and financial condition of other contributors to remediation and the time period over which remediation may occur. We believe that any changes to the accruals that may result from these factors and uncertainties will not have a material effect on our financial position or results of operations.

Based upon information currently available, we estimate that our potential environmental liabilities are within the range of \$40 million to \$150 million. At January 2, 2021, environmental reserves of \$76 million have been established to address these specific estimated liabilities. We estimate that we will likely pay our accrued environmental remediation liabilities over the next ten years and have classified \$15 million as current liabilities. Expenditures to evaluate and remediate contaminated sites were \$7 million, \$13 million and \$13 million in 2020, 2019 and 2018, respectively.

### Note 20. Supplemental Cash Flow Information

Our cash payments and receipts are as follows:

(In millions)	202	0 2019	2018
Interest paid:			
Manufacturing group	\$ 139	\$ 138	\$ 132
Finance group	20	23	25
Net taxes paid:			
Manufacturing group	34	120	129
Finance group	8	1	17

## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Textron Inc.

## **Opinion on the Financial Statements**

We have audited the accompanying Consolidated Balance Sheets of Textron Inc. (the Company) as of January 2, 2021 and January 4, 2020, the related Consolidated Statements of Operations, Comprehensive Income, Shareholders' Equity and Cash Flows for each of the three years in the period ended January 2, 2021, and the related notes and the financial statement schedule contained on page 73 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at January 2, 2021 and January 4, 2020 and the results of its operations and its cash flows for each of the three years in the period ended January 2, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 2, 2021, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 19, 2021 expressed an unqualified opinion thereon.

# **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

#### **Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

# Long Term Contracts

Description of the Matter

As described in Note 1 to the consolidated financial statements, revenues under long-term contracts with the U.S. Government are generally recognized over time using the cost-to-cost method of accounting. Under this method, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the estimated costs at completion, and revenue is recorded proportionally as costs are incurred. Contract costs, which are estimated utilizing current contract specifications and expected engineering requirements, typically are incurred over a period of several years, and the estimation of these costs at completion requires substantial judgment. The Company's cost estimation process is based on professional knowledge and experience of engineers and program managers along with finance professionals. The Company updates its projections of costs quarterly or more frequently when circumstances significantly change. When adjustments are required, any changes from prior estimates are recognized using the cumulative catch-up method with the impact of the change from inception-to-date of the contract recorded in the current period and required disclosure is provided in the consolidated financial statements. Anticipated losses on contracts are recognized in full in the period in which losses become probable and estimable.

Auditing the Company's estimated costs at completion was challenging and complex due to the judgment involved in evaluating management's assumptions and key estimates over the duration of long-term contracts. The estimated costs at completion consider risks surrounding the Company's ability to achieve the technical requirements and specifications of the contract, schedule, and other cost elements of the contract, and depend on whether the Company is able to successfully retire risks surrounding such aspects of the contract.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the controls related to the Company's revenue recognition process, including controls over management's review of the estimated costs at completion and related key assumptions and management's review that the data underlying the estimated costs at completion was complete and accurate.

To test the accuracy of the Company's estimated costs at completion, our audit procedures included, among others, evaluating the key assumptions used by management to determine such estimates. This included evaluating the historical accuracy of management's estimates by comparing planned costs to actual costs incurred to date. We also tested the completeness and accuracy of the underlying data back to source documents and contracts.

## **Defined Benefit Pension Obligations**

Description of the Matter

As described in Note 16 to the consolidated financial statements, at January 2, 2021, the aggregate qualified defined benefit pension obligation was \$9.8 billion and exceeded the fair value of pension plan assets of \$9.1 billion, resulting in an unfunded defined benefit pension obligation of \$753 million. As explained in Note 1 to the consolidated financial statements, the Company updates the estimates used to measure the defined benefit pension obligation and plan assets annually in the fourth quarter or upon a remeasurement event to reflect the actual return on plan assets and updated actuarial assumptions.

Auditing the defined benefit pension obligations was complex due to the highly judgmental nature of the actuarial assumptions (e.g., discount rate, mortality rate, expected return on plan assets) used in the measurement process. These assumptions have a significant effect on the projected benefit obligation.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the controls that address the risks of material misstatement relating to the measurement and valuation of the defined benefit pension obligation. For example, we tested controls over management's review of the defined benefit pension obligation actuarial calculations, the significant actuarial assumptions, and the data inputs provided to the actuaries.

To test the defined benefit pension obligation, our audit procedures included, among others, evaluating the methodology used, the significant actuarial assumptions discussed above, and the underlying data used by management and its actuaries. We compared the actuarial assumptions used by management to historical trends and evaluated the change in the defined benefit pension obligation from the prior year due to the change in service cost, interest cost, benefit payments, actuarial gains and losses, contributions, new longevity assumptions and plan amendments, as applicable. In addition, we involved an actuarial specialist to assist in evaluating management's methodology for determining the discount rate that reflects the maturity and duration of the benefit payments and is used to measure the defined benefit pension obligation. As part of this assessment, we compared the projected cash flows to prior year and compared the current year benefits paid to the prior year projected cash flows. To evaluate the mortality rate, we assessed whether the information is consistent with publicly available information and entity-specific data. We also tested the completeness and accuracy of the underlying data, including the participant data provided to the Company's actuaries. Lastly, to evaluate the expected return on plan assets, we assessed whether management's assumption is consistent with a range of returns for a portfolio of comparative investments.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1957.

Boston, Massachusetts February 19, 2021

# **Quarterly Data**

(Unaudited)				202	20							20	)19			
(Dollars in millions, except per share amounts)		Q1		Q2		Q3		Q4		Q1		Q2		Q3		Q4
Revenues																
Textron Aviation	\$	872	\$	747	\$	795	\$	1,560	\$	1,134	\$	1,123	\$	1,201	\$	1,729
Bell		823		822		793		871		739		771		783		961
Textron Systems		328		326		302		357		307		308		311		399
Industrial		740		562		832		866		912		1,009		950		927
Finance		14		15		13		13		17		16		14		19
Total revenues	\$	2,777	\$	2,472	\$ 2	,735	\$	3,667	\$	3,109	\$	3,227	\$	3,259	\$	4,035
Segment profit (loss)																
Textron Aviation	\$	3	\$	(66)	\$	(29)	\$	108	\$	106	\$	105	\$	104	\$	134
Bell		115		118		119		110		104		103		110		118
Textron Systems		26		37		40		49		28		49		31		33
Industrial		9		(11)		58		55		50		76		47		44
Finance		3		4		1		2		6		6		5		11
Total segment profit		156		82		189		324		294		339		297		340
Corporate expenses and other, net		(14)		(30)		(28)		(50)		(47)		(24)	)	(17)		(22)
Interest expense, net for Manufacturing group		(34)		(37)		(38)		(36)		(35)		(36)	)	(39)		(36)
Special charges *		(39)		(78)		(7)		(23)		_		_		_		(72)
Inventory charge *		_		(55)		_		_		_		_		_		_
Income tax (expense) benefit		(19)		26		(1)		21		(33)		(62)	)	(21)		(11)
Net income (loss)	\$	50	\$	(92)	\$	115	\$	236	\$	179	\$	217	\$	220	\$	199
Earnings per share																
Basic	\$	0.22	\$	(0.40)	\$	0.50	\$	1.03	\$	0.76	\$	0.94	\$	0.96	\$	0.87
Diluted		0.22		(0.40)	(	0.50		1.03		0.76		0.93		0.95		0.87
Basic average shares outstanding (in thousands)	2	28,311	22	28,247	228	,918	2	28,666	2	34,839	2	32,013	2	29,755	2	28,653
Diluted average shares outstanding (in thousands)	2	28,927	22	28,247	229	,279	2	29,365	2:	36,437	2	33,545	2	31,097	2	29,790
Segment profit (loss) margins																
Textron Aviation		0.3%	(8	8.8%)	(3.6	5%)		6.9%		9.3%		9.4%		8.7%		7.8%
Bell		14.0		14.4	15.	.0		12.6		14.1		13.4		14.0		12.3
Textron Systems		7.9		11.3	13.	.2		13.7		9.1		15.9		10.0		8.3
Industrial		1.2	(	2.0)	7.	.0		6.4		5.5		7.5		4.9		4.7
Finance	1	21.4	2	26.7	7.	.7		15.4		35.3		37.5		35.7		57.9
Segment profit margin		5.6%		3.3%	6.	9%		8.8%		9.5%		10.5%		9.1%		8.4%

 $<sup>* \</sup> See \ Note \ 17 \ for \ additional \ information.$ 

## Schedule II — Valuation and Qualifying Accounts

(In millions)	2020	2019	2018
Allowance for doubtful accounts			
Balance at beginning of year	\$ 29	\$ 27 \$	27
Charged to costs and expenses	25	7	5
Deductions from reserves*	(18)	(5)	(5)
Balance at end of year	\$ 36	\$ 29 \$	27
Allowance for losses on finance receivables			
Balance at beginning of year	\$ 25	\$ 29 \$	31
Provision (reversal) for losses	7	(6)	(3)
Charge-offs	_	(4)	(4)
Recoveries	3	6	5
Balance at end of year	\$ 35	\$ 25 \$	29
Inventory FIFO reserves			
Balance at beginning of year	\$ 309	\$ 280 \$	262
Charged to costs and expenses	105	58	56
Deductions from reserves*	(57)	(29)	(38)
Balance at end of year	\$ 357	\$ 309 \$	280

<sup>\*</sup> Deductions primarily include amounts written off on uncollectible accounts (less recoveries), inventory disposals, changes to prior year estimates, reclassifications to held for sale, business dispositions and currency translation adjustments.

# Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure

None.

# Item 9A. Controls and Procedures

#### Disclosure Controls and Procedures

We performed an evaluation of the effectiveness of our disclosure controls and procedures as of January 2, 2021. The evaluation was performed with the participation of senior management of each business segment and key Corporate functions, under the supervision of our Chairman, President and Chief Executive Officer (CEO) and our Executive Vice President and Chief Financial Officer (CFO). Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were operating and effective as of January 2, 2021.

#### Changes in Internal Controls Over Financial Reporting

There were no changes in our internal control over financial reporting during the fourth quarter of the fiscal year covered by this report that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for Textron Inc. as such term is defined in Exchange Act Rules 13a-15(f). Our internal control structure is designed to provide reasonable assurance, at appropriate cost, that assets are safeguarded and that transactions are properly executed and recorded. The internal control structure includes, among other things, established policies and procedures, an internal audit function, the selection and training of qualified personnel as well as management oversight.

With the participation of our management, we performed an evaluation of the effectiveness of our internal control over financial reporting based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on our evaluation under the 2013 Framework, we have concluded that Textron Inc. maintained, in all material respects, effective internal control over financial reporting as of January 2, 2021.

The independent registered public accounting firm, Ernst & Young LLP, has audited the Consolidated Financial Statements of Textron Inc. and has issued an attestation report on Textron's internal controls over financial reporting as of January 2, 2021, as stated in its report, which is included herein.

## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of Textron Inc.

# **Opinion on Internal Control over Financial Reporting**

We have audited Textron Inc.'s internal control over financial reporting as of January 2, 2021, based on criteria established in Internal Control— Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework), (the COSO criteria). In our opinion, Textron, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of January 2, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Consolidated Balance Sheets of the Company as of January 2, 2021 and January 4, 2020, and the related Consolidated Statements of Operations, Comprehensive Income, Shareholder's Equity and Cash Flows for each of the three years in the period ended January 2, 2021, and the related notes and the financial statement schedule contained on page 73, of the Company and our report dated February 19, 2021 expressed an unqualified opinion thereon.

#### **Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

## **Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Boston, Massachusetts February 19, 2021

#### PART III

## Item 10. Directors, Executive Officers and Corporate Governance

The information appearing under "ELECTION OF DIRECTORS — Nominees for Director," "CORPORATE GOVERNANCE — Corporate Governance Guidelines and Policies," "— Code of Ethics," and "— Board Committees — *Audit Committee*," in the Proxy Statement for our 2021 Annual Meeting of Shareholders is incorporated by reference into this Annual Report on Form 10-K.

Information regarding our executive officers is contained in Part I of this Annual Report on Form 10-K.

# **Item 11. Executive Compensation**

The information appearing under "CORPORATE GOVERNANCE — Compensation of Directors," "COMPENSATION COMMITTEE REPORT," "COMPENSATION DISCUSSION AND ANALYSIS" and "EXECUTIVE COMPENSATION" in the Proxy Statement for our 2021 Annual Meeting of Shareholders is incorporated by reference into this Annual Report on Form 10-K.

# Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information appearing under "SECURITY OWNERSHIP" and "EXECUTIVE COMPENSATION – Equity Compensation Plan Information" in the Proxy Statement for our 2021 Annual Meeting of Shareholders is incorporated by reference into this Annual Report on Form 10-K.

# Item 13. Certain Relationships and Related Transactions and Director Independence

The information appearing under "CORPORATE GOVERNANCE — Director Independence" and "EXECUTIVE COMPENSATION — Transactions with Related Persons" in the Proxy Statement for our 2021 Annual Meeting of Shareholders is incorporated by reference into this Annual Report on Form 10-K.

## **Item 14. Principal Accountant Fees and Services**

The information appearing under "RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM — Fees to Independent Auditors" in the Proxy Statement for our 2021 Annual Meeting of Shareholders is incorporated by reference into this Annual Report on Form 10-K.

#### **PART IV**

## **Item 15. Exhibits and Financial Statement Schedules**

Financial Statements and Schedules — See Index on Page 34.

#### **Exhibits**

- Restated Certificate of Incorporation of Textron as filed with the Secretary of State of Delaware on April 29, 2010. Incorporated by reference to Exhibit 3.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2010. (SEC File No. 1-5480)
- 3.1B Certificate of Amendment of Restated Certificate of Incorporation of Textron Inc., filed with the Secretary of State of Delaware on April 27, 2011. Incorporated by reference to Exhibit 3.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2011. (SEC File No. 1-5480)
- Amended and Restated By-Laws of Textron Inc., effective April 28, 2010 and further amended April 27, 2011, July 23, 2013, February 25, 2015 and December 6, 2016. Incorporated by reference to Exhibit 3.2 to Textron's Current Report on Form 8-K filed on December 8, 2016.
- 4.1A Support Agreement dated as of May 25, 1994, between Textron Inc. and Textron Financial Corporation. Incorporated by reference to Exhibit 4.1 to Textron's Annual Report on Form 10-K for the fiscal year ended December 31, 2011. (SEC File No. 1-5480)
- 4.1B Amendment to Support Agreement, dated as of December 23, 2015, by and between Textron Inc. and Textron Financial Corporation. Incorporated by reference to Exhibit 4.1B to Textron's Annual Report on Form 10-K for the fiscal year ended January 2, 2016.
- Description of registrant's securities. Incorporated by reference to Exhibit 4.6 to Textron's Annual Report on Form 10-K for the fiscal year ended January 4, 2020.
- NOTE: Instruments defining the rights of holders of certain issues of long-term debt of Textron have not been filed as exhibits because the authorized principal amount of any one of such issues does not exceed 10% of the total assets of Textron and its subsidiaries on a consolidated basis. Textron agrees to furnish a copy of each such instrument to the Commission upon request.
- NOTE: Exhibits 10.1 through 10.17 below are management contracts or compensatory plans, contracts or agreements.
- Textron Inc. 2007 Long-Term Incentive Plan (Amended and Restated as of April 28, 2010). Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2012. (SEC File No. 1-5480)
- 10.1B Form of Non-Qualified Stock Option Agreement. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2007. (SEC File No. 1-5480)
- 10.1C Form of Non-Qualified Stock Option Agreement. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2014. (SEC File No. 1-5480)
- Textron Inc. Short-Term Incentive Plan. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017.
- Amended and Restated Textron Inc. Short-Term Incentive Plan. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal guarter ended October 3, 2020.
- Textron Inc. 2015 Long-Term Incentive Plan. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended July 4, 2015.

- 10.3B Form of Non-Qualified Stock Option Agreement under 2015 Long-Term Incentive Plan. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2016.
- 10.3C Form of Stock-Settled Restricted Stock Unit (with Dividend Equivalents) Grant Agreement under 2015 Long-Term Incentive Plan. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2016.
- 10.3D Form of Performance Share Unit Grant Agreement under 2015 Long-Term Incentive Plan. Incorporated by reference to Exhibit 10.3 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2016.
- 10.3E Form of Performance Share Unit Grant Agreement under 2015 Long-Term Incentive Plan. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 4, 2020.
- Form of Stock-Settled Restricted Stock Unit (with Dividend Equivalents) Grant Agreement under 2015 Long-10.3F Term Incentive Plan. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 4, 2020.
- 10.4 Textron Spillover Savings Plan, effective October 5, 2015. Incorporated by reference to Exhibit 10.4 to Textron's Annual Report on Form 10-K for the fiscal year ended January 2, 2016.
- 10.5A Textron Spillover Pension Plan, As Amended and Restated Effective January 3, 2010, including Appendix A (as amended and restated effective January 3, 2010), Defined Benefit Provisions of the Supplemental Benefits Plan for Textron Key Executives (As in effect before January 1, 2007). Incorporated by reference to Exhibit 10.4 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2010. (SEC File No. 1-5480)
- 10.5B Amendments to the Textron Spillover Pension Plan, dated October 12, 2011. Incorporated by reference to Exhibit 10.5B to Textron's Annual Report on Form 10-K for the fiscal year ended December 31, 2011. (SEC File No. 1-5480)
- 10.5C Second Amendment to the Textron Spillover Pension Plan, dated October 7, 2013. Incorporated by reference to Exhibit 10.5C to Textron's Annual Report on Form 10-K for the fiscal year ended December 28, 2013. (SEC File No. 1-5480)
- 10.6 Deferred Income Plan for Textron Executives, Effective October 5, 2015. Incorporated by reference to Exhibit 10.6 to Textron's Annual Report on Form 10-K for the fiscal year ended January 2, 2016.
- 10.7A Deferred Income Plan for Non-Employee Directors, As Amended and Restated Effective January 1, 2009, including Appendix A, Prior Plan Provisions (As in effect before January 1, 2008). Incorporated by reference to Exhibit 10.9 to Textron's Annual Report on Form 10-K for the fiscal year ended January 3, 2009. (SEC File No. 1-5480)
- 10.7B Amendment No. 1 to Deferred Income Plan for Non-Employee Directors, as Amended and Restated Effective January 1, 2009, dated as of November 6, 2012. Incorporated by reference to Exhibit 10.8B to Textron's Annual Report on Form 10-K for the fiscal year ended December 29, 2012. (SEC File No. 1-5480)
- 10.7C Amendment No. 2 to Deferred Income Plan for Non-Employee Directors, as Amended and Restated Effective January 1, 2009. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017.
- 10.7D Amendment No. 3 to Deferred Income Plan for Non-Employee Directors, as Amended and Restated Effective January 1, 2009. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended September 29, 2018.
- 10.7E Amendment No. 4 to Deferred Income Plan for Non-Employee Directors, as Amended and Restated Effective January 1, 2009. Incorporated by reference to Exhibit 10.7E to Textron's Annual Report on Form 10-K for the fiscal year ended January 4, 2020.

- Severance Plan for Textron Key Executives, As Amended and Restated Effective January 1, 2010. Incorporated by reference to Exhibit 10.10 to Textron's Annual Report on Form 10-K for the fiscal year ended January 2, 2010. (SEC File No. 1-5480)
- First Amendment to the Severance Plan for Textron Key Executives, dated October 26, 2010. Incorporated by reference to Exhibit 10.10B to Textron's Annual Report on Form 10-K for the fiscal year ended January 1, 2011. (SEC File No. 1-5480)
- 10.8C Second Amendment to the Severance Plan for Textron Key Executives, dated March 24, 2014. Incorporated by reference to Exhibit 10.5 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2014. (SEC File No. 1-5480)
- Form of Indemnity Agreement between Textron and its executive officers. Incorporated by reference to Exhibit 10.9 to Textron's Annual Report on Form 10-K for the fiscal year ended December 30, 2017.
- Form of Indemnity Agreement between Textron and its non-employee directors (approved by the Nominating and Corporate Governance Committee of the Board of Directors on July 21, 2009 and entered into with all non-employee directors, effective as of August 1, 2009). Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended October 3, 2009. (SEC File No. 1-5480)
- 10.11A Letter Agreement between Textron and Scott C. Donnelly, dated June 26, 2008. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended June 28, 2008. (SEC File No. 1-5480)
- Amendment to Letter Agreement between Textron and Scott C. Donnelly, dated December 16, 2008, together with Addendum No.1 thereto, dated December 23, 2008. Incorporated by reference to Exhibit 10.15B to Textron's Annual Report on Form 10-K for the fiscal year ended January 3, 2009. (SEC File No. 1-5480)
- 10.11C Amended and Restated Hangar License and Services Agreement, made and entered into as of October 1, 2015, between Textron Inc. and Mr. Donnelly's limited liability company. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended October 3, 2015.
- 10.11D Aircraft Dry Lease Agreement, made and entered into as of December 18, 2018, between Mr. Donnelly's limited liability company and Textron Inc. Incorporated by reference to Exhibit 10.11D to Textron's Annual Report on Form 10-K for the fiscal year ended December 29, 2018.
- 10.12A Letter Agreement between Textron and Frank Connor, dated July 27, 2009. Incorporated by reference to Exhibit 10.2 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended October 3, 2009. (SEC File No. 1-5480)
- Amended and Restated Hangar License and Services Agreement, made and entered into on July 24, 2015, between Textron Inc. and Mr. Connor's limited liability company. Incorporated by reference to Exhibit 10.3 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended October 3, 2015.
- Letter Agreement between Textron and Julie G. Duffy, dated July 27, 2017. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2017.
- Letter Agreement between Textron and E. Robert Lupone, dated December 22, 2011. Incorporated by reference to Exhibit 10.17 to Textron's Annual Report on Form 10-K for the fiscal year ended December 31, 2011. (SEC File No. 1-5480)
- Amendment to letter agreement between Textron and E. Robert Lupone, dated July 27, 2012. Incorporated by reference to Exhibit 10.5 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended September 29, 2012. (SEC File No. 1-5480)

10.15 Textron Inc. 2015 Long-Term Incentive Plan Equity Program for Non-Employee Directors. Incorporated by reference to Exhibit 10.15 to Textron's Annual Report on Form 10-K for the fiscal year ended January 4, 2020. (SEC File No. 1-5480). 10.16 Director Compensation. Incorporated by reference to Exhibit 10.16 to Textron's Annual Report on Form 10-K for the fiscal year ended January 4, 2020 (SEC File No. 1-5480). 10.17 Form of Aircraft Time Sharing Agreement between Textron and its executive officers. Incorporated by reference to Exhibit 10.3 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended September 27, 2008. (SEC File No. 1-5480) 10.18 Credit Agreement, dated as of October 18, 2019, among Textron, the Lenders listed therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Bank of America, N.A. and Citibank, N.A., as Syndication Agents, and MUFG Bank, Ltd., as Documentation Agent. Incorporated by reference to Exhibit 10.1 to Textron's Quarterly Report on Form 10-Q for the fiscal quarter ended September 28, 2019. 21 Certain subsidiaries of Textron. Other subsidiaries, which considered in the aggregate do not constitute a significant subsidiary, are omitted from such list. 23 Consent of Independent Registered Public Accounting Firm. 24 Power of attorney. Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. 31.1 Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. 31.2 32.1 Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. 32.2 Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. 101 The following materials from Textron Inc.'s Annual Report on Form 10-K for the year ended January 2, 2021, formatted in Inline XBRL (eXtensible Business Reporting Language): (i) the Consolidated Statements of Operations, (ii) the Consolidated Statements of Comprehensive Income (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Shareholders' Equity, (v) the Consolidated Statements of Cash Flows, (vi) the Notes to the Consolidated Financial Statements, and (vii) Schedule II - Valuation and Qualifying Accounts. 104

Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

## Item 16. Form 10-K Summary

Not applicable.

# Signatures

Pursuant to the requirement of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized on this 19th day of February 2021.

TEXTRON INC. Registrant

By: /s/ Frank T. Connor

Frank T. Connor Executive Vice President and Chief Financial Officer Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below on this 19th day of February 2021 by the following persons on behalf of the registrant and in the capacities indicated:

ame		Title
	/s/ Scott C. Donnelly	
	Scott C. Donnelly	Chairman, President and Chief Executive Officer
	,	(principal executive officer)
	*	
	Kathleen M. Bader	Director
	*	
	R. Kerry Clark	Director
	*	
	James T. Conway	Director
	*	
	Paul E. Gagné	Director
	*	
	Ralph D. Heath	Director
	*	
	Deborah Lee James	Director
	*	
	Lionel L. Nowell III	Director
	*	
	James L. Ziemer	Director
	*	
	Maria T. Zuber	Director
	/s/ Frank T. Connor	
	Frank T. Connor	Executive Vice President and Chief Financial Officer (principal financial officer)
	/s/ Mark S. Bamford	
	Mark S. Bamford	Vice President and Corporate Controller (principal accounting officer)
*By:	/s/ Jayne M. Donegan	
	Jayne M. Donegan, Attorney-in-fact	

# **NOTES**

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# **CORPORATE INFORMATION**

Corporate Headquarters
Textron Inc.
40 Westminster Street
Providence, RI 02903
(401) 421-2800
www.textron.com

## **Annual Meeting**

Textron's annual meeting of shareholders will be held on Wednesday, April 28, 2021, at 11 a.m. at Textron Inc., 40 Westminster Street, 18th Floor, Providence, RI 02903.

Transfer Agent, Registrar and
Dividend Paying Agent
For shareholder services such as change

For shareholder services such as change of address, lost certificates or dividend checks, change in registered ownership or the Dividend Reinvestment Plan, write or call:

American Stock Transfer & Trust Company, LLC Operations Center 6201 15th Avenue Brooklyn, NY 11219 phone: (866) 621-2790 email: info@amstock.com

Stock Exchange Information
(Symbol: TXT)
Textron common stock is listed on the New York
Stock Exchange.

Investor Relations
Textron Inc.
Investor Relations
40 Westminster Street
Providence, RI 02903
Investor Relations phone line:

News media phone line: (401) 457-2362

(401) 457-2288

For more information, visit our website at www.textron.com.

# Company Publications and General Information

To receive a copy of Textron's Forms 10-K and 10-Q, Proxy Statement or Annual Report without charge, visit our website at www.textron.com or send a written request to Textron Investor Relations at the address listed above. For the most recent company news and earnings press releases, visit our website at www.textron.com.

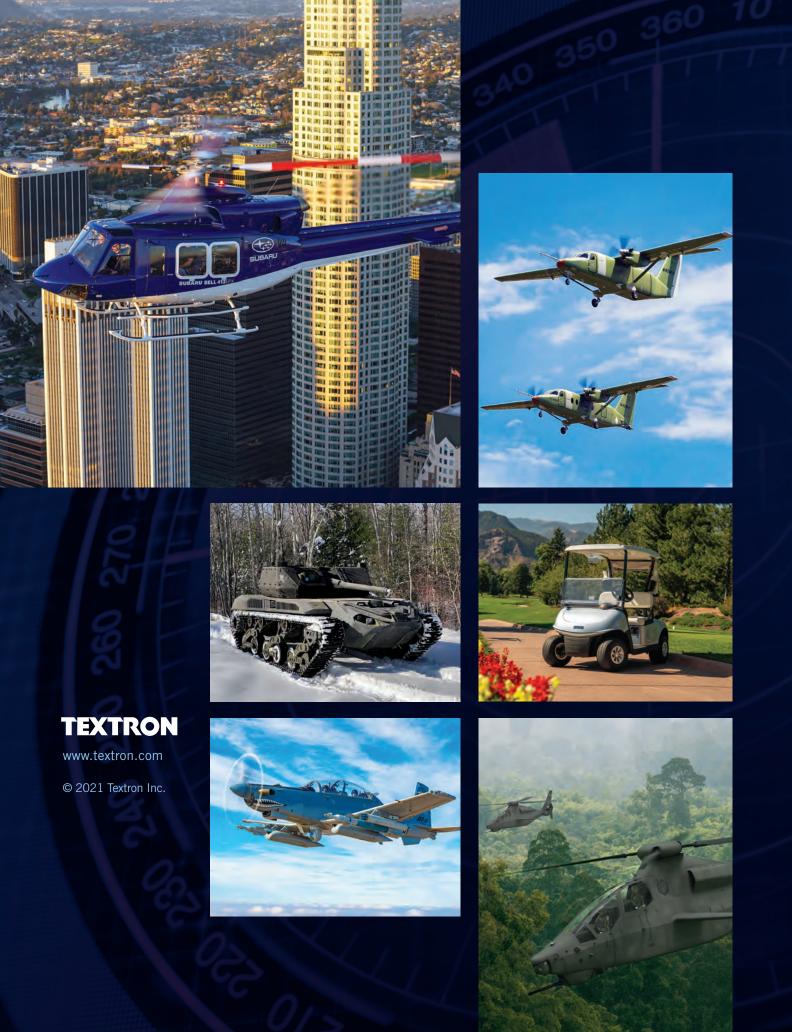
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Textron is an Equal Opportunity Employer.

#### **Textron Board of Directors**

To contact the Textron Board of Directors or to report concerns or complaints about accounting, internal accounting controls or auditing matters, you may write to Board of Directors, Textron Inc., 40 Westminster Street, Providence, RI 02903; call (866) 698-6655; or send an email to textrondirectors@textron.com.

Textron provides a multimedia interactive version of the Annual Report in the Investor Resources section of its website at www.textron.com.



# Eclipse2 118 Electric and Electric Hybrid - Walking Greens Mower

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### Eclipse2 118 - Walking Greens Mower

ECLIPSE2 Series floating head Hybrid walking greens mowers. "F" models feature a fully floating cutting head. All models feature InCommand™ control systems with Operator Presence Controls (OPC). Includes two 48 volt brushless DC weather sealed motors, electronic control module with LCD display, grass catcher, band type brakes and kickstand. Hybrids feature gen-set with sealed brushless generator. All models less front roller and transport wheels. All models ship crated.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Eclipse2 118F, Hybrid with 15- Blade Reel with Super Tournament BedKnife	63337	\$12,953	\$17,270
Standard build			
Eclipse2 118F, Hybrid with 11- Blade Reel with Super Tournament BedKnife	63336	\$12,764	\$17,019
Build to order - Potential for extended lead time to supply			

Front Rollers (1 front roller per unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
18" Grooved machined aluminum roller (2 - 3/16" diameter)	063318	\$352	\$469
5.56 cm (2-3/16") x 45.7 cm (18") Grooved Machined Steel Roller (1 per Cutting Unit Required)	068616	\$352	\$469
5.56 cm (2-3/16") x 45.7 cm (18") Solid Tube Roller with Scraper (1 per Cutting Unit Required)	068626	\$407	\$542
18" Hollow smooth tube steel roller (2" diameter)	4108920		Enquire Parts

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
2004 Davier Mandrila Urbinid (includes non est 9 handrings)	62257	Ć4 025	ć2.44C
2kW Power Module, Hybrid (includes gen-set & hardware)	63357	\$1,835	\$2,446
Power Module, Battery (Includes Battery Box assy, Charger, Mounting plates and hardware)	063306	\$1,044	\$1,392
LED Light	063320	\$365	\$486
Transport Wheel Kit, Pneumatic Tyres, floating & fixed head (Standard 10.4" tyre for Serial # $>$ 5000)	4368506	\$381	\$508
Transport Wheel Kit, Pneumatic Tyres, floating head only (Large 11.1" tyre for Serial # > 5000)	4368507	\$383	\$510
Reel-TrueSet Eclipse 18" 11- Blade	062828	\$2,096	\$2,794
Reel-TrueSet Eclipse 18" 15- Blade	062829	\$2,259	\$3,012
Grass Catcher (ECLIPSE2 118 and GK518 replacement catcher only)	068122	\$305	\$40
Grass Catcher (ECLIPSE2 118F replacement catcher only)	4306316		Enquire Part
Turf Groomer Eclipse .25 X 5" X 18 (LH)	067993	\$2,406	\$3,20
Kit, Adapts 55.9 cm (22") Turf Groomer® for use 118, 122 & 126 Fixed Head	067965	\$170	\$220
5-Amp Battery Charger	068661	\$473	\$63
Battery Box Assembly (Less Four 12V20AH Battery Cells)	068668	\$426	\$56
Verticut reel .75" spacing for ECLIPSE2 118F (does not require additional kit)	067147		POA

Optional Accessories - Bi-Directional Groomer/Brushes	Part Number	Net Price \$	List Price FCA \$
Drive System - Select one drive system per cutting unit, electric drive			·
Drive Groomer/Brush 5" Reel-Left Hand Electric (Use In Position E)	062900	\$1,535	\$2,046
Implement - Select one or more based on customer needs			
Groomer, 18", 1/4" Spacing	62907.00	\$374	\$499
Brush, 18in., Herringbone, Stiff Bristle	62915.00	\$250	\$333
Brush, 18in., Herringbone, Medium Bristle	062916	\$250	\$333
Brush, 18in., Herringbone, Soft Bristle	062917	\$250	\$333
Roller - Select one or more based on customer needs, grooved roller if selected with a groomer must match spa	cing on groomer		
Front Roller, Grooved, 18" 1/4" Spacing	62930.00	\$261	\$348
Front Roller, Solid, 18in.	062931	\$282	\$376
Other - for customers that purchase multiple implement			
Quick Change Kit - 22"/18"/26"	062934	\$263	\$350
Guide Wheel Kit	062935	\$57	\$76

Common Service Parts		
Classic XP Reels		
11 blade, 5" x 18" Classic XP reel cylinder (ECLIPSE2 118)	4170202	Service Parts
11 blade, 5" x 18" Classic XP reel cylinder (ECLIPSE2 118F)	4170220	Service Parts
15 blade, 5" x 18" Classic XP reel cylinder (ECLIPSE2 118)	4225502	Service Parts
15 blade, 5" x 18" Classic XP reel cylinder (ECLIPSE2 118F)	4225504	Service Parts
Legendary BedKnives		
18" Low Profile Legendary Bedknife (ECLIPSE2 118/118F)	5000098	Service Parts
18" Super Tournament Legendary Bedknife (ECLIPSE2 118/118F)	5002888	Service Parts
18" Super Tournament XXR Bedknife (ECLIPSE2 118/118F)	4234901	Service Parts
MagKnives System		
18" Low Profile MAGKnife (ECLIPSE2 118/118F)	4131371	Service Parts
18" Super Tournament MAGKnife (ECLIPSE2 118/118F)	4131004	Service Parts

# Eclipse2 122 Electric and Electric Hybrid - Walking Greens Mower

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### Eclipse2 122 - Walking Greens Mower

ECLIPSE2 Series fixed and floating head Hybrid walking greens mowers. "F" models feature a fully floating cutting head. All models feature InCommand™ control systems with Operator Presence Controls (OPC). Includes two 48 volt brushless DC weather sealed motors, electronic control module with LCD display, grass catcher, band type brakes and kickstand. Hybrids feature gen-set with sealed brushless generator. All models less front roller and transport wheels. All models ship crated.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Eclipse2 122, Hybrid with 15- Blade Reel with Super Tournament BedKnife	63339	\$12,002	\$16,002
Eclipse2 122F, Hybrid with 15- Blade Reel with Super Tournament BedKnife	63341	\$12,513	\$16,684
Standard builds			
Eclipse2 122, Hybrid with 11- Blade Reel with Super Tournament BedKnife	63338	\$11,768	\$15,691
Eclipse2 122F, Hybrid with 11- Blade Reel with Super Tournament BedKnife	63340	\$12,280	\$16,373
Build to order - Potential for extented lead time to supply			
Eclipse2 122F, Battery with 11- Blade Reel with Super Tournament BedKnife	63349	\$11,411	\$15,214
Eclipse2 122F, Battery with 15- Blade Reel with Super Tournament BedKnife	63350	\$11,645	\$15,526
Build to order - Potential for extented lead time to supply. Batteries Not Included			

Front Rollers (1 front roller per unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$327
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$430
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$452
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$452

ptional Accessories	Part Number	Net Price \$	List Price FCA \$
2kW Power Module, Hybrid (includes gen-set & hardware)	63357	\$1,835	\$2,446
Power Module, Battery (Includes Battery Box assy, Charger, Mounting plates and hardware)	063306	\$1,044	\$1,392
LED Light	063320	\$365	\$480
Transport Wheel Kit, Pneumatic Tyres, floating & fixed head (Standard 10.4" tyre for Serial $\# > 5000$ )	4368506	\$381	\$50
Transport Wheel Kit, Pneumatic Tyres, floating head only (Large 11.1" tyre for Serial # > 5000)	4368507	\$383	\$51
Transport Wheel Kit, Pneumatic Tyres (Standard 10.4" tyre for Eclipse 2 prior to serial # 5000, Eclipse 100 Series, GK500 series and PGM)	062293	\$380	\$50
11- Blade Cutting Unit, 22"	062832	\$1,922	\$2,56
15- Blade Cutting Unit, 22"	062833	\$2,082	\$2,77
11- Blade 55.9 cm (22") Reel Assembly for 122F with Links,Less Motor and Front Roller)	063308	\$1,839	\$2,4
15- Blade 55.9 cm (22") Reel Assembly for Eclipse 122F <cr>(with Links, Less Motor and Front Roller)</cr>	063333	\$1,997	\$2,60
Verticut Reel 0.75" Spacing (Requires 4172441 kit with Eclipse 2 122F)	067138	\$1,801	\$2,4
Push Brush Attachment 55.9 cm (22") (Eclipse2, 122, 122F)	068611	\$572	\$7
Front Roller Fine Bristle Brush 55.9 cm (22")	068536	\$88	\$1
Turf Groomer® 55.9 cm (22") 0.64 cm (0.25") Spacing <cr>Roller &amp; Blade (Used on Eclipse 2 Fixed Head Only) (Eclipse 122 Requires Kit 067965)</cr>	067995	\$2,406	\$3,2
Turf Groomer® 55.9cm (22") 1.27cm (0.50") Spacing, Roller & Blade <cr>Roller &amp; Blade (Used on Eclipse 2 Fixed Head Only) (Eclipse 122 Requires Kit 067965)</cr>	067996	\$2,406	\$3,2
Turf Groomer® 55.9 cm (22") 0.64 cm (0.25") Spacing, <cr>Roller &amp; Blade (122 Required Kit 067965)</cr>	067966	\$2,406	\$3,2
Kit, Adapts 55.9 cm (22") Turf Groomer® for use 118, 122 & 126 Fixed Head	067965	\$170	\$2
5-Amp Battery Charger	068661	\$473	\$6
Battery Box Assembly (Less Four 12V20AH Battery Cells)	068668		\$5

Optional Accessories - Bi-Directional Groomer/Brushes	Part Number	Net Price \$	List Price FCA \$
Drive System - Select one drive system per cutting unit, electric drive			·
Drive Groomer/Brush 5" Reel-Left Hand Electric (Use In Position E)	062900	\$1,535	\$2,046
Implement - Select one or more based on customer needs			
Groomer, 22", 1/4" Spacing	62905.00	\$374	\$499
Groomer, 22", 1/2" Spacing	62906.00	\$291	\$388
Brush, 22", Herringbone, Stiff Bristle	062909	\$250	\$333
Brush, 22", Herringbone, Medium Bristle	062910	\$250	\$333
Brush, 22", Herringbone, Soft Bristle	062911	\$250	\$333
Roller - Select one or more based on customer needs, grooved roller if selected with a groomer must match spa	cing on groomer		
Front Roller, Grooved, 22", 1/4" Spacing	62927.00	\$261	\$348
Front Roller, Grooved, 22", 1/2" Spacing	062928	\$261	\$348
Front Roller, Solid, 22"	062929	\$282	\$376
Other - for customers that purchase multiple implement			
Guide Wheel Kit	062935	\$57	\$76
Quick Change Kit - 22"/18"/26"	062934	\$263	\$350

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
Classic XP Reels	- Number		Ι Ο/ ( φ
11 blade, 5" x 22" Classic XP reel cylinder (ECLIPSE2 122)	4172945		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder (ECLIPSE2 122F)	5001101		Service Parts
15 blade, 5" x 22" Classic XP reel cylinder (ECLIPSE2 122)	4223946		Service Parts
15 blade, 5" x 22" Classic XP reel cylinder (ECLIPSE2 122F)	4225505		Service Parts
Legendary BedKnives			
22" High Profile Legendary Bedknife (ECLIPSE2 122/122F)	503477		Service Parts
22" Low Profile Legendary Bedknife (ECLIPSE2 122/122F)	503478		Service Parts
22" Tournament Legendary Bedknife (ECLIPSE2 122/122F)	503479		Service Parts
22" Super Tournament Legendary Bedknife (ECLIPSE2 122/122F)	5002887		Service Parts
MagKnives System			
MAGSystem kit for ECLIPSE2 122 (backing, magnets, and Super Tournament MAGKnife)	4158082		Service Parts
MAGSystem kit for ECLIPSE2 122F (backing, magnets, and Tournament MAGKnife)	4158083		Service Parts
MAGSystem kit for ECLIPSE2 122F (backing, magnets, and Super Tournament MAGKnife)	4188500		Service Parts
22" High Profile MAGKnife (ECLIPSE2 122/122F)	4131369		Service Parts
22" Tournament MAGKnife (ECLIPSE2 122/122F)	4131370		Service Parts
22" Super Tournament MAGKnife (ECLIPSE2 122/122F)	4131003		Service Parts
Other			
Grass Catcher (ECLIPSE2 122 replacement catcher only)	068123		Service Parts
Grass Catcher (ECLIPSE2 122F, GP400 replacement catcher only) (Replaces pn 4214181)	4239563		Service Parts
Reel to bedknife adjustment wrench for ECLIPSE2 118F & 122F	4173620		Service Parts

# Eclipse2 126 Electric and Electric Hybrid - Walking Greens Mower

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### Eclipse2 126 - Walking Greens Mower

ECLIPSE2 126 Series fixed head Hybrid walking greens mowers. All models feature InCommand Control Systems with Operator Presence Controls (OPC). Includes two 48 volt brushless DC weather sealed motors, and electronic control module with LCD display, grass catcher, band type brakes, kickstand. Hybrids feature gen-set with sealed brushless generator. All models less front roller and transport wheels. All models ship crated.

Eclipse2 126, Hybrid, 7- Blade	63342	\$12,888	\$17,184
Build to order - Potential for extented lead time to supply			

Front Rollers (1 front roller per unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Machined Aluminium Roller 66.1 cm (26")	068617	\$403	\$537
Grooved Machined Steel Roller 66.1 cm (26")	068628	\$500	\$666
Solid Tube Roller, with Scraper 66.1 cm (26")	068627	\$474	\$632

ptional Accessories	Part Number	Net Price \$	List Price FCA \$
2kW Power Module, Hybrid (includes gen-set & hardware)	63357	\$1,835	\$2,446
Power Module, Battery (Includes Battery Box assy, Charger, Mounting plates and hardware)	063306	\$1,044	\$1,392
LED Light	063320	\$365	\$486
Transport Wheel Kit, Pneumatic Tyres, floating & fixed head (Standard 10.4" tyre for Serial $\# > 5000$ )	4368506	\$381	\$50
Transport Wheel Kit, Pneumatic Tyres, floating head only (Large 11.1" tyre for Serial # > 5000)	4368507	\$383	\$51
Transport Wheel Kit, Pneumatic Tyres (Standard 10.4" tyre for Eclipse 2 prior to serial # 5000, Eclipse 100 Series, GK500 series and PGM)	062293	\$380	\$50
Grey Grass Catcher	068124	\$305	\$40
Turf Groomer® 55.9cm (22") 1.27cm (0.50") Spacing, <cr>Roller &amp; Blade for 126</cr>	067975	\$2,406	\$3,20
Kit, Adapts 55.9 cm (22") Turf Groomer® for use 118, 122 & 126 Fixed Head	067965	\$170	\$22
5-Amp Battery Charger	068661	\$473	\$63
Battery Box Assembly (Less Four 12V20AH Battery Cells)	068668	\$426	\$56
Guide Wheel Kit	062935	\$57	\$7
Quick Change Kit - 22"/18"/26"	062934	\$263	\$35

Net Price \$ FCA \$  0203 Service 1292 Service
Service
)141 Service
0414 Service
0413 Service
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). ).

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

# PGM 22 - Pedestrian (Walking) Greens Mower

PGM series mowers include a 2.98 KW (4.0 HP) Honda engine, InCommand Control System, catcher, band type brakes, friction clutch and Less front roller jackstand and transport wheels.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
PGM 22" 15- Blade	63286	\$8,627	\$11,503

Front Rollers (1 front roller per unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$327
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$430
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$452
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$452

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Transport Wheel Kit Draumatic Tyres (Standard 10.4" tyre for Edinse 2 prior to social # 5000			
Transport Wheel Kit, Pneumatic Tyres (Standard 10.4" tyre for Eclipse 2 prior to serial # 5000, Eclipse 100 Series, GK500 series and PGM)	062293	\$380	\$507
Grey Grass Catcher	068121	\$305	\$407
Push Brush Attachment 55.9 cm (22")	068500	\$572	\$763
Turf Groomer®, Roller/Blade Assemblies 55.9 cm (22")	068579	\$2,510	\$3,346
Light Kit	5002962		Service Parts

Common Service Parts	Part	Net Price \$	List Price
Common Service Farts	Number	Net Frice 5	FCA \$
Classic XP Reels			
9 blade, 5" x 22" Classic XP reel cylinder	2500575		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder	5002605		Service Parts
15 blade, 5" x 22" Classic XP reel cylinder	4284053		Service Parts
Legendary BedKnives			
22" High Profile Legendary Bedknife (ECLIPSE2 122/122F)	503477		Service Parts
22" Low Profile Legendary Bedknife (ECLIPSE2 122/122F)	503478		Service Parts
22" Tournament Legendary Bedknife (ECLIPSE2 122/122F)	503479		Service Parts
22" Super Tournament Legendary Bedknife (ECLIPSE2 122/122F)	5002887		Service Parts
MagKnives System			
22" High Profile MAGKnife (PGM 22, GK 522)	4131369		Service Parts
22" Low Profile MAGKnife (PGM 22, GK 522)	4131001		Service Parts
22" Tournament MAGKnife (PGM 22, GK 522)	4131370		Service Parts
22" Super Tournament MAGKnife (PGM 22, GK 522)	4131003		Service Parts

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## **Mower Caddy - Trailer**

The Mower Caddy features a drive on low profile, single mower trailer with a durable steel reinforced frame made of 2" x 1" tubing, 16x7.5-8 4 ply pneumatic tires, and 1" axles. The cushioned deck provides added protection for the roller drum and cutting units. The dual position hitch allows for easier trailer levelling, and the folding gate provides added equipment protection. The same trailer can accommodate Jacobsen 18", 22" and 26" walk mowers without adjusting the trailer.

Requires Mounting Kit\*.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Trailer Greens Mower (Single)	63322	\$1,521	\$2,028

Mounting Kits	Part Number	Net Price \$	List Price FCA \$
Mower Caddy Mounting Kit (Fits all Eclipse2 Models for 063321 or 063322 Trailer)	063354	\$173	\$230
mover edge, meaning in (this an Empsee means for edge 22 or edge 22 mainer)	000001	γ1/0	
66.1 cm (22") Mounting Kit for PGM	4243885	\$173	\$230
45.7cm (18") Mounting Kit for Greens King 518, Eclipse 118 and 118F (Fits 063321 or 063322 - Not Eclipse 2)	4243882	\$173	\$230
55.9 cm (22") Mounting Kit for Greens King 522, Eclipse 122 and Eclipse 122F (Fits 063321 or 063322 - Not Eclipse 2)	4243883	\$173	\$230
66.1 cm (26") Mounting Kit for Green King 256, Eclipse 126 (Fits 063321 or 063322 - Not Eclipse	4243884	\$173	\$230
Trailer Mount Battery Kit (to Mount Battery Pack Onto Trailer)	068660	\$149	\$198
Dew Whip Holder	063323	\$104	\$139
Grass Catcher Holder	063324	\$47	\$63

# Eclipse 360 Electric and Electric Hybrid - TriPlex Greens Mower

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

## **Eclipse 360 - TriPlex Greens Mower**

Eclipse 360 riding greens mowers in Lithium Battery or Hybrid power. All models feature standard ROPS with seat belt, grass catchers, reel motors, LED headlight, and one piece seat; less cutting units. Lithium Battery model features Samsung Batteries, and on board charger.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
ECLIPSE Elite 360 Lithium Electric Greens Mower	10029194	\$50,860	\$67,813
ECLIPSE 360 Diesel Hybrid Electric Greens Mower	10029195	\$43,536	\$58,048
ECLIPSE 360 Gasoline Hybrid Electric Greens Mower	10029192	\$39,851	\$53,135

Cutting Units; less front roller (3 required)	Part Number	Net Price \$	List Price FCA \$
15- Blade Cutting Unit, 22"	062833	\$2,082	\$2,776
11- Blade Cutting Unit, 22"	062832	\$1,922	\$2,562
9- Blade Cutting Unit, 22"	062831	\$2,033	\$2,710
7- Blade Cutting Unit, 22"	062830	\$2,033	\$2,710
22" Verticut reel, .75" spacing (includes front roller, less lift yokes 4197000 (center), 4225300 (front)); Requires kit 4218680 for each reel	067138	\$1,801	\$2,401

Front Rollers (1 front roller per cutting unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$327
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$430
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$452
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$452

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Eclipse 322/360 3WD Kit - Diesel Hybrid, Gas Hybrid, Battery (for use on 2WD units with all serial numbers higher than and including 6280102500, 6280302500, 6280502500, and 6282502500)	063352	\$4,886	\$6,515
Accessory, Tow Bar (to safely tow a disabled Eclipse 322 - fits 2WD and 3WD models)	062850	\$472	\$629
Turf Groomer® 55.9 cm (22") 0.64 cm (0.25") Spacing <cr>Roller &amp; Blade (Used on Eclipse 2 Fixed Head Only) (Eclipse 122 Requires Kit 067965)</cr>	067995	\$2,406	\$3,208
Turf Groomer® 55.9cm (22") 1.27cm (0.50") Spacing, Roller & Blade <cr>Roller &amp; Blade (Used on Eclipse 2 Fixed Head Only) (Eclipse 122 Requires Kit 067965)</cr>	067996	\$2,406	\$3,208
(Set of 3) Quick Roll(TM) Greens Roller (Requires 2812315 & 2812316 for GK IV's; 4211921 for E322 and 2702018 for GP Series )	068664	\$4,295	\$5,727
* Obsolete when soldout  (Set of 3) Spiker Attachment (Requires 4211924 for E322, 2702018 for GP Series and 2811909 &2812316 for GK IV)	068665	\$3,999	\$5,332
Mounting kit for Quick Roll or Spiker	4211921		Service Parts
Front Roller Fine Bristle Brush 55.9 cm (22")	068536	\$88	\$117
Rear Roller cleaning Brush (Requires Counterweight Part No. 4225601 if used without Turf Groomer)	062818	\$623	\$831
Counterweight Kit (replaces 4225601)	4261251		Service Parts
High Cut Front Roller Kit to Extend Range to 23.81 mm (15/16")	068634	\$104	\$139
Reel conversion kit (Converts one Verticut, G-Plex or E-Plex reel for use on the Eclipse 360 or 322)	4218680		Service Parts
MSG85 Grammer Seat	062813	\$1,023	\$1,364
LED Light Kit, R.O.P.S. Mounted	4214980	\$512	\$682
Dew Whip Holder	062809	\$107	\$143
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,37
Tow Bar (to safely tow a disabled Eclipse 322, 2WD model only) - Limited Availability, Discontinued When Out of Stock	062811	\$326	\$434
(Set of 2) Kit - Traction Tire Asm  ubject to change without notice	062817	\$329	\$439
omesclipses 360 Genter Reek Grass Deflector (also fits Eclipse 322)	062814	\$757	\$1,009

Optional Accessories - Bi-Directional Groomer/Brushes	nal Accessories - Bi-Directional Groomer/Brushes	Net Price \$	List Price	
Drive System - Select one drive system per cutting unit, electric drive	Number		FCA \$	
Drive Groomer/Brush 5" Reel-Left Hand Electric (Use In Position E)	062900	\$1,535	\$2,046	
Implement - Select one or more based on customer needs		. ,	. ,	
Groomer, 22", 1/4" Spacing	62905.00	\$374	\$499	
Groomer, 22", 1/2" Spacing	62906.00	\$291	\$388	
Brush, 22", Herringbone, Stiff Bristle	062909	\$250	\$333	
Brush, 22", Herringbone, Medium Bristle	062910	\$250	\$333	
Brush, 22", Herringbone, Soft Bristle	062911	\$250	\$333	
Roller - Select one or more based on customer needs, grooved roller if selected with a groomer must match s	pacing on groomer			
Front Roller, Grooved, 22", 1/4" Spacing	62927.00	\$261	\$348	
Front Roller, Grooved, 22", 1/2" Spacing	062928	\$261	\$348	
Front Roller, Solid, 22"	062929	\$282	\$376	
Other - for customers that purchase multiple implement				
Quick Change Kit - 22"/18"/26"	062934	\$263	\$350	
Guide Wheel Kit	062935	\$57	\$76	

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
Classic XP Reels			
15 blade, 5" x 22" Classic XP reel cylinder	4225505		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder	5001101		Service Parts
9 blade, 5" x 22" Classic XP reel cylinder	5001099		Service Parts
7 blade, 5" x 22" Classic XP reel cylinder	5003053		Service Parts
Legendary BedKnives			
22" Medium Section Legendary Bedknife	5003150		Service Parts
22" High Profile Legendary Bedknife	503477		Service Parts
22" Low Profile Legendary Bedknife	503478		Service Parts
22" Tournament Legendary Bedknife	503479		Service Parts
22" Super Tournament Legendary Bedknife	5002887		Service Parts
22" Super Tournament XXR Bedknife	4234900		Service Parts
MagKnives System			
MAGSystem kit (backing, magnets, and Tournament MAGKnife)	4158083		Service Parts
MAGSystem kit (backing, magnets, and Super Tournament MAGKnife)	4188500		Service Parts
22" Medium Section MAGKnife	4131005		Service Parts
22" High Profile MAGKnife	4131369		Service Parts
22" Low Profile MAGKnife	4131001		Service Parts
22" Tournament MAGKnife	4131370		Service Parts
22" Super Tournament MAGKnife	4131003		Service Parts

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### **GP400 - TriPlex Greens Mower**

The GP400 Greens Mower features a swing out centre cutting unit, heavy-duty welded steel tubing construction, hydrostatic drive, power steering with adjustable steering arm, quick-attach cutting units, fuel gauge, hour meter, hand throttle, hydraulic reel drive, 20.00 x 10.00 - 10 2-ply tubeless Tires and ROPS. Including: headlights, joystick, automotive handbrake and back-lap facility. Now available with bi-directional groomer/brush system. Excludes, mower heads, front rollers, grass catchers and seat.

Wholegoods & Seat Options	Part Number	Net Price \$	List Price FCA \$
CD400, 13, 4bW /10, UD) Brings Van Creard Cas Fasins	LICACOOA	ć20.007	¢20.002
GP400, 13.4kW (18 HP) Briggs VanGuard Gas Engine  Includes Milsco seat	USAG004	\$29,987	\$39,983
GP400, 14.02kW (18.8 HP) 4-cycle, 3-cylinder, Kubota D722 liquid-cooled, Diesel Engine	USAD004	\$34,087	\$45,449
Seat option to be selected for diesel models			
G/D, GP400 SEAT MILSCO OPTION	4241462	\$248	\$330
MSG65 Grammer Seat	LMAC421	\$743	\$991

Cutting Units; less front roller (3 required)	Part Number	Net Price \$	List Price FCA \$
Reel, TrueSet GP400 22", 15- Blade (Includes smooth rear roller)	062849	\$2,082	\$2,776
Reel, TrueSet GP400 22", 11- Blade (Includes smooth rear roller)	062836	\$1,892	\$2,523
Reel, TrueSet GP400 22", 9- Blade (Includes smooth rear roller)	062835	\$1,945	\$2,593
Reel, TrueSet GP400 22", 7- Blade (Includes smooth rear roller)	062834	\$1,988	\$2,650
Verticut Reel 0.75" Spacing (Requires 4172441 kit with Eclipse 2 122F)	067138	\$1,801	\$2,401

Front Rollers (1 front roller per cutting unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$327
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$430
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$452
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$452
Grooved aluminum front roller 5.08 cm (2") greasable	897177		Service Parts
5.08 cm (2") Smooth Rear Roller Scraper	892328	\$96	\$128

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
CD400 Cross Catalogs Vit (Nam. Falings at da). 2 Danwing d	4222040	ćaar	¢ 4.4.7
GP400 Grass Catcher Kit (New Eclipse style) - 3 Required	4223940	\$335	\$447
Turf Groomer®, 6.3 mm (0.25") Spacing with Grooved Roller, Left hand Drive, Use in Position B*.	067912	\$2,576	\$3,435
Turf Groomer®, 12.7 mm (0.50") Spacing with Grooved Roller, Left hand Drive, Use in Position B.	067914	\$2,576	\$3,435
Extended Adjustment Kit for Turf Groomers	4215560		Service Parts
(Set of 3) Quick Roll(TM) Greens Roller (Requires 2812315 & 2812316 for GK IV's; 4211921 for	068664	\$4,295	\$5,727
E322 and 2702018 for GP Series )	000004	γ-,233	75,727
* Obsolete when soldout			
(Set of 3) Spiker Attachment (Requires 4211924 for E322, 2702018 for GP Series and 2811909	068665	\$3,999	\$5,332
&2812316 for GK IV)	008003	, , , , , , , , , , , , , , , , , , ,	75,552
Mounting Kit for Quick Roller and Spiker	2702018	\$688	\$917
Front Roller Fine Bristle Brush 55.9 cm (22")	068536	\$88	\$117
Powered Rear Roller Brush 5"x22" Cutting Unit	062820	\$609	\$812
High Cut Front Roller Kit to Extend Range to 23.81 mm (15/16")	068634	\$104	\$139
dentiabew Whip Kit	LMAC415	\$107	\$143
subject to change without notice 3 WD kit for Field Fitting nsomes Jacobsen, a division of Textron Inc.	LMAC418-F	\$3,361	\$4,481

3WD Kit for Factory Fitting (Diesel only)

Front roller down pressure reduction kit (1 per Machine)

LMAC628-P \$2,462 \$3,283

698220 Service Parts

Optional Accessories - Bi-Directional Groomer/Brushes	Part Number	Net Price \$	List Price FCA \$
Drive System - Select one drive system per cutting unit, hydraulic drive			
Drive Groomer/Brush 5" Reel-Left Hand Hydraulic (Use in Position F)	062901	\$1,535	\$2,046
Implement - Select one or more based on customer needs			
Groomer, 22", 1/4" Spacing	62905.00	\$374	\$499
Groomer, 22", 1/2" Spacing	62906.00	\$291	\$388
Brush, 22", Herringbone, Stiff Bristle	062909	\$250	\$333
Brush, 22", Herringbone, Medium Bristle	062910	\$250	\$333
Brush, 22", Herringbone, Soft Bristle	062911	\$250	\$333
Roller - Select one or more based on customer needs, grooved roller if selected with a groomer must match spaci	ng on groomer		
Front Roller, Grooved, 22", 1/4" Spacing	62927.00	\$261	\$348
Front Roller, Grooved, 22", 1/2" Spacing	062928	\$261	\$348
Front Roller, Solid, 22"	062929	\$282	\$376
Other - for customers that purchase multiple implement			
Quick Change Kit - 22"/18"/26"	062934	\$263	\$350
Guide Wheel Kit	062935	\$57	\$76
Guide wheel Kit	U62935	\$57	\$76

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
Classic XP Reels	·		
15 blade, 5" x 22" Classic XP reel cylinder	4225505		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder	5001101		Service Parts
9 blade, 5" x 22" Classic XP reel cylinder	5001099		Service Parts
7 blade, 5" x 22" Classic XP reel cylinder	5003053		Service Parts
Legendary BedKnives			
22" Medium Section Legendary Bedknife	5003150		Service Parts
22" High Profile Legendary Bedknife	503477		Service Parts
22" Low Profile Legendary Bedknife	503478		Service Parts
22" Tournament Legendary Bedknife	503479		Service Parts
22" Super Tournament Legendary Bedknife	5002887		Service Parts
22" Super Tournament XXR Bedknife	4234900		Service Parts
MagKnives System			
MAGSystem kit (backing, magnets, and Tournament MAGKnife)	4158083		Service Parts
MAGSystem kit (backing, magnets, and Super Tournament MAGKnife)	4188500		Service Parts
22" Medium Section MAGKnife	4131005		Service Parts
22" High Profile MAGKnife	4131369		Service Parts
22" Low Profile MAGKnife	4131001		Service Parts
22" Tournament MAGKnife	4131370		Service Parts
22" Super Tournament MAGKnife	4131003		Service Parts
22" Super Tournament MAGKnife	4131003		Service Parts

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

## **Greens King IV Plus - TriPlex Greens Mower**

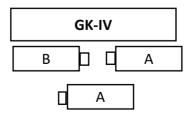
Greens King IV units feature ROPS as standard, backlapping, one piece Jacobsen seat, catchers, dynamic braking, parking brakes, battery and 18 x 9.50-8 smooth tires. GreensCare biodegradable hydraulic fluid standard. Cutting units and front rollers to be selected seperately.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Greens King IV Plus, 18hp VanGuard Gas Engine, Power steering	062306	\$25,603	\$34,137
Greens King IV Plus 18hp Kubota Diesel Engine, Power Steering	062379	\$30,440	\$40,587

Part Number	Net Price \$	List Price FCA \$
062848	\$2,156	\$2,874
062847	\$2,156	\$2,874
062846	\$2,060	\$2,747
062845	\$2,060	\$2,747
062844	\$1,795	\$2,393
062843	\$1,795	\$2,393
062842	\$1,856	\$2,475
062841	\$1,856	\$2,475
068550	¢1 901	\$2,401
	\$1,601	\$2,401
068549	\$1,801	\$2,401
	062848 062847 062846 062845 062844 062843 062842 062841	Net Price \$  062848 \$2,156  062847 \$2,156  062846 \$2,060  062845 \$2,060  062844 \$1,795  062843 \$1,795  062842 \$1,856  062841 \$1,856  068550 \$1,801

		FCA \$
068527	\$291	\$388
068673	\$328	\$437
068530	\$245	\$327
068641	\$323	\$430
068613	\$339	\$452
068614	\$339	\$452
	068530 068641 068613	068673       \$328         068530       \$245         068641       \$323         068613       \$339

1 \$2,576	\$3,435
2 \$2,576	\$3,435
3 \$2,576	\$3,435
4 \$2,576	\$3,435
	2 \$2,576 3 \$2,576



Optional Accessories	Part Number	Net Price \$	List Price FCA \$
(Set of 3) Spiker Attachment (Requires 4211924 for E322, 2702018 for GP Series and 2811909 &2812316 for GK IV)	068665	\$3,999	\$5,332
Mounting Kit for Quick Roller and Spiker	2812316		Service Parts
Front Roller Fine Bristle Brush 55.9 cm (22")	068536	\$88	\$117
Powered Rear Roller Brush 5"x22" Cutting Unit	062820	\$609	\$812
High Cut Front Roller Kit to Extend Range to 23.81 mm (15/16")	068634	\$104	\$139
Grass Catcher, grey (1 per Cutting Unit Required) - Catcher Mounting Hardware Kits Required for LF 570 & LF-4677; no Mounting Kit Required on LF 550	067891	\$296	\$395
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Seat Assembly Kit	4139438		Service Parts
Arm Rest Kit	4139431		Service Parts
Hydraulic Motor Storage Kit	2811909		Service Parts
Light Kit (requires 2811909)	2811910		Service Parts

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
Classic XP Reels	<u> </u>		
9 blade, 5" x 22" Classic XP reel cylinder (left)	5001099		Service Parts
9 blade, 5" x 22" Classic XP reel cylinder (right)	5001100		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder (left)	5001101		Service Parts
11 blade, 5" x 22" Classic XP reel cylinder (right)	5001102		Service Parts
15 blade, 5" x 22" Classic XP reel cylinder (left)	4225505		Service Parts
15 blade, 5" x 22" Classic XP reel cylinder (right)	4269791		Service Parts
Legendary BedKnives			
22" High Profile Legendary Bedknife	503477		Service Parts
22" Low Profile Legendary Bedknife	503478		Service Parts
22" Tournament Legendary Bedknife	503479		Service Parts
22" Super Tournament Legendary Bedknife	5002887		Service Parts
22" Super Tournament XXR Bedknife	4234900		Service Parts
MagKnives System			
MAGSystem kit (backing, magnets, and Tournament MAGKnife)	4158083		Service Parts
MAGSystem kit (backing, magnets, and Super Tournament MAGKnife)	4188500		Service Parts
22" Medium Section MAGKnife	4131005		Service Parts
22" High Profile MAGKnife	4131369		Service Parts
22" Low Profile MAGKnife	4131001		Service Parts
22" Tournament MAGKnife	4131370		Service Parts
22" Super Tournament MAGKnife	4131003		Service Parts

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

## TR320 - Cylinder Trim Mower

TR320 Diesel - 3-wheel drive. All TR320 machines feature hydrostatic power steering and traction system with single pedal control, maintenance free hydraulic wet disk brakes, treaded tires, hydraulic reel drive with bi-directional motors for backlapping, hydraulic lift with weight transfer, high back seat, ROPS and ergonomic armrest controls.

TR320 (068021-B000) - Less cutting units & front rollers.

TR320 (068021-B100) - Less cutting units, Yoke and pivot bracket kit & front rollers.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
TR320 (Diesel) to accept UK 26" Reels (3WD, Std Seat, ROPS, treaded tires)	068021-B000	\$26,393	\$35,190
TR320 (Diesel) to accept US 26" & 30" Reels (3WD, Std Seat, ROPS, treaded tires)	068021-B100	\$26,393	\$35,190
		, -,	, , , , ,

ower Options (26" US Units. 72" WoC) All mowers include rear roller and front roller adjusters.	Part	Net Price \$	List Price
ss front roller. Vertical mowers include front and rear rollers.	Number	Net File 5	FCA \$
Required Accessory			
US 26" Yoke and Pivot Bracket Kit (Set of 3)	695586	\$837	\$1,116
LH Front 0.66 m (26") x 7-Blade Reel	068093	\$2,108	\$2,811
RH Front 0.66 m (26") x 7-Blade Reel	068094	\$2,108	\$2,811
Centre 0.66 m (26") x 7-Blade Reel	068097	\$2,108	\$2,811
VERTICUT - LH - 26"	695755	\$2,348	\$3,130
VERTICUT - RH - 26"	695756	\$2,348	\$3,130
VERTICUT - CTR - 26"	695779	\$2,348	\$3,130
(Set of 3) 66 cm (26") Grooved Steel Front Rollers	067731	\$1,160	\$1,546
(Set of 3) 66 cm (26") Grooved Front Roller Scrapers	069147	\$241	\$321
66 cm (26") Rear Roller Scraper (3) Required	067909	\$74	\$98
Grass Boxes 26" Kit for US units (Includes 3 Boxes, quick release attachments & concaves)	677807	\$1,158	\$1,544

Mower Options (30" US Units, 84" WoC) All mowers include rear roller and front roller adjusters.  Less front roller.	Part Number	Net Price \$	List Price FCA \$
Less Holit Folier.	Number		I CA 3
Required Accessory			
US 30" Yoke and Pivot Bracket Kit (Set of 3)	695672	\$1,024	\$1,365
HC DEEL THOO!	676544	¢2.642	ć2 F24
US-REEL-LH30"	676541	\$2,643	\$3,524
US-REEL-RH-30"	676543	\$2,643	\$3,524
US-REEL-CTR-30"	696364	\$2,643	\$3,524
(Set of 3) 0.76 m (30") Grooved Steel Front Rollers	067729	\$1,145	\$1,526
(Set of 3) 0.76 m (30") Grooved Front Roller Scrapers	069148	\$258	\$344
0.76 m (30") Rear Roller Scraper (3 Required)	067910	\$71	\$94
Grass Boxes 30" Kit for US units (Includes 3 Boxes, quick release attachments & concaves)	677070	\$1,817	\$2,423

Mower Options (26" UK Units) All mowers include rear roller and front roller adjusters. Less front	Part	Net Price \$	List Price
roller.	Number	Net Price \$	FCA \$
UK-5 BLADE, LH, 26"	673953	\$2,530	\$3,373
UK-5 BLADE, RH, 26"	673954	\$2,530	\$3,373
UK-5 BLADE, CTR, 26"	673955	\$2,530	\$3,373
UK-7 BLADE, LH, 26"	671604	\$2,543	\$3,391
UK-7 BLADE, RH, 26"	671605	\$2,543	\$3,391
UK-7 BLADE, CTR, 26"	671606	\$2,543	\$3,391
LH FRONT 0.66M (26") 11 BLADE REEL	673956	\$2,624	\$3,499
RH FRONT 0.66M (26") 11 BLADE REEL	673957	\$2,624	\$3,499
CTR FRONT 0.66M (26") 11 BLADE REEL	673958	\$2,624	\$3,499
0.66 m (26") Grooved Front Roller & Scraper <cr>(For Floating Head Units) (3 Required)</cr>	JMAB422	\$433	\$577
0.66 m (26") Smooth Front Roller & Scraper <cr>(For Floating Head Units) (3 Required)</cr>	JMAB423	\$347	\$463
Grass Boxes 26" Kit for UK units (Includes 3 Boxes, quick release attachments & concaves)	671104	\$1,123	\$1,497
REAR ROLLER BRUSH KIT (FIELD KIT) FOR TR320 & TR330 - UK UNIT ONLY	LMAC185-TR-F	\$3,752	\$5,003
REAR ROLLER BRUSH KIT (PRODUCTION) FOR TR320 AND TR330. UK UNITS ONLY	LMAC185-TR-P	\$4,658	\$6,210

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Kit, Mow Mode (TR320, AR321)	4392007	\$125	\$167
Kit, LED work light (TR3##, AR3##, SLF###)	674687	\$275	\$367
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Kit, Ball Guard (TR3## AR3## SLF###)	669644	\$348	\$464
Kit, Inclinometer (TR3## AR3## SLF###)	4399787	\$89	\$118
Kit, Foot Rest (TR3## AR3## SLF###)	LMAC629	\$95	\$127
Slick Tire / Wheel Assembly Kit (Includes 3 complete assemblies)	WL072	\$524	\$698
Armrest Accessory, Seat (Includes Left/Right Arm Rests & Bolts)	4139431	\$96	\$128

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### TR330 - Cylinder Trim Mower

All TR330 machines feature "Adaptishift" cutting unit offset mechanism, a Kubota Diesel (24.5 HP) engine, hydrostatic power steering and traction system w/single pedal control and automatic parallel series 3-wheel drive, maintenance free hydraulic wet disk brakes, treaded tires, hydraulic reel drive w/bi-directional motors for backlapping, backlap function, weight transfer, hydraulic lift, high back suspension seat, ROPS and ergonomic armrest controls with 5" full colour interface.

TR330 (068021-C010) - Less cutting units & front rollers.

TR330 (068021-C110) - Less cutting units, Yoke and pivot bracket kit & front rollers.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
TR330 (Diesel) to accept UK 26" Reels	068021-C010	\$29,415	\$39,220
TR330 (Diesel) to accept US 26" & 30" Reels	068021-C110	\$29,415	\$39,220

wer Options (26" US Units. 72" WoC) All mowers include rear roller and front roller adjusters. front roller. Vertical mowers include front and rear rollers.	Part Number	Net Price \$	List Price FCA \$
Required Accessory			
US 26" Yoke and Pivot Bracket Kit (Set of 3)	695586	\$837	\$1,11
LH Front 0.66 m (26") x 7-Blade Reel	068093	\$2,108	\$2,81
RH Front 0.66 m (26") x 7-Blade Reel	068094	\$2,108	\$2,83
Centre 0.66 m (26") x 7-Blade Reel	068097	\$2,108	\$2,83
VERTICUT - LH - 26"	695755	\$2,348	\$3,13
VERTICUT - RH - 26"	695756	\$2,348	\$3,1
VERTICUT - CTR - 26"	695779	\$2,348	\$3,1
(Set of 3) 66 cm (26") Grooved Steel Front Rollers	067731	\$1,160	\$1,5
(Set of 3) 66 cm (26") Grooved Front Roller Scrapers	069147	\$241	\$3
66 cm (26") Rear Roller Scraper (3) Required	067909	\$74	\$
Grass Boxes 26" Kit for US units (Includes 3 Boxes, quick release attachments & concaves)	677807	\$1,158	\$1,5

Nower Options (30" US Units, 84" WoC) All mowers include rear roller and front roller adjusters. ess front roller.	Part Number	Net Price \$	List Price FCA \$
Required Accessory			
US 30" Yoke and Pivot Bracket Kit (Set of 3)	695672	\$1,024	\$1,365
US-REEL-LH30"	676541	\$2,643	\$3,524
US-REEL-RH-30"	676543	\$2,643	\$3,524
US-REEL-CTR-30"	696364	\$2,643	\$3,524
(Set of 3) 0.76 m (30") Grooved Steel Front Rollers	067729	\$1,145	\$1,526
(Set of 3) 0.76 m (30") Grooved Front Roller Scrapers	069148	\$258	\$344
0.76 m (30") Rear Roller Scraper (3 Required)	067910	\$71	\$94
Grass Boxes 30" Kit for US units (Includes 3 Boxes, quick release attachments & concaves)	677070	\$1,817	\$2,423
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Mower Options (26" UK Units) All mowers include rear roller and front roller adjusters. Less front roller.	Part Number	Net Price \$	List Price FCA \$
UK-5 BLADE, LH, 26"	673953	\$2,530	\$3,373
UK-5 BLADE, RH, 26"	673954	\$2,530	\$3,373
UK-5 BLADE, CTR, 26"	673955	\$2,530	\$3,373
UK-7 BLADE, LH, 26"	671604	\$2,543	\$3,391
UK-7 BLADE, RH, 26"	671605	\$2,543	\$3,391
UK-7 BLADE, CTR, 26"	671606	\$2,543	\$3,391
LH FRONT 0.66M (26") 11 BLADE REEL	673956	\$2,624	\$3,499
RH FRONT 0.66M (26") 11 BLADE REEL	673957	\$2,624	\$3,499
CTR FRONT 0.66M (26") 11 BLADE REEL	673958	\$2,624	\$3,499
0.66 m (26") Grooved Front Roller & Scraper <cr>(For Floating Head Units) (3 Required)</cr>	JMAB422	\$433	\$577
0.66 m (26") Smooth Front Roller & Scraper <cr>(For Floating Head Units) (3 Required)</cr>	JMAB423	\$347	\$463
Grass Boxes 26" Kit for UK units (Includes 3 Boxes, quick release attachments & concaves)	671104	\$1,123	\$1,497
REAR ROLLER BRUSH KIT (FIELD KIT) FOR TR320 & TR330 - UK UNIT ONLY	LMAC185-TR-F	\$3,752	\$5,003
REAR ROLLER BRUSH KIT (PRODUCTION) FOR TR320 AND TR330. UK UNITS ONLY	LMAC185-TR-P	\$4,658	\$6,210

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Kit, LED work light (TR3##, AR3##, SLF###)	674687	\$275	\$367
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Kit, Ball Guard (TR3## AR3## SLF###)	669644	\$348	\$464
Kit, Inclinometer (TR3## AR3## SLF###)	4399787	\$89	\$118
Kit, Foot Rest (TR3## AR3## SLF###)	LMAC629	\$95	\$127
Slick Tire / Wheel Assembly Kit (Includes 3 complete assemblies)	WL072	\$524	\$698
Armrest Accessory, Seat (Includes Left/Right Arm Rests & Bolts)	4139431	\$96	\$128

# SLF530 - Super Lightweight Fairway Mower

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### SLF530 - Super Lightweight Fairway Mower

SLF530 units feature a Kubota Diesel (24.5 HP) engine, hydrostatic power steering and traction system with single pedal control and automatic parallel series 3-wheel drive or full parallel 4-wheel drive, maintenance free hydraulic wet disk brakes, slick tires, hydraulic drive for 12.7 cm (5") diameter x 45.7 cm (18") long FlashAttach™ reels, down pressure springs, hydraulic lift, oil level monitor, power steering with tilt, ROPS, LED working lights, high back suspension seat and ergonomic armrest controls with 5" full colour interface. Less cutting units & front & rear rollers.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
SLF530 (3-wheel drive)	068021-F513	\$35,511	\$47,348
SLF530 (4-wheel drive)	068021-G515	\$38,749	\$51,665

Cutting Units; less front and rear roller (2LH and 3RH reels required for SLF530)	Part	Net Price \$	List Price
Cutting Onits, less front and real folier (ZEH and SKH reels required for SEF330)	Number	Net File 5	FCA \$
Reel - TrueSet 18" x 5" Dia, 8 Blade, Left Hand	062298	\$1,719	\$2,292
Reel - TrueSet 18" x 5" Dia, 8 Blade, Right Hand	062859	\$1,719	\$2,292
Reel - TrueSet 18" x 5" Dia, 11 Blade, Left Hand	062299	\$1,796	\$2,394
Reel - TrueSet 18" x 5" Dia, 11 Blade, Right Hand	062860	\$1,796	\$2,394
Verticut Unit - 18" x 5" Dia, 0.75" Spacing, Left Hand (Incld. Rollers, less yokes)	067155	\$1,691	\$2,255
Verticut Unit - 18" x 5" Dia, 0.75" Spacing, Right Hand (Incld. Rollers, less yokes)	067169	\$1,691	\$2,255
Lift yoke for 18" Cutting/Verticut reels	4395926	\$173	\$231

ront Rollers (1 front roller per cutting unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
5.56 cm (2-3/16") x 45.7 cm (18") Solid Tube Roller with Scraper (1 per Cutting Unit Required)	068626	\$407	\$542
7.62 cm (3") x 45.7 cm (18") Grooved Steel Front Roller with Scraper (1 per Cutting Unit Required)	067925	\$365	\$486
5.56 cm (2-3/16") x 45.7 cm (18") Grooved Machined Steel Roller (1 per Cutting Unit Required)	068616	\$352	\$469
18" Hollow smooth tube steel roller (2" diameter)	4108920		Service Parts

Rear Rollers (1 rear roller per cutting unit)	Part Number	Net Price \$	List Price FCA \$
	<u>'</u>		·
18" Solid tube rear roller w/ scraper (2 - 3/16¿ / 5.56cm diameter)	068674	\$339	\$452
18" HOLLOW STEEL TUBE ROLLER W/ SCRAPER	4420307	\$367	\$489
18" SOLID STEEL ROLLER W/ SCRAPER	4420310	\$331	\$441
SCRAPER, REAR ROLLER FLOATING 5X18'	4420380	\$95	\$127
18" Hollow Smooth Tube Steel Roller (2" Diameter)	4175221	\$115	\$153
15.5" Narrow width solid tube steel rear roller (2 - 3/16" diameter)	4115860		Service Parts

Optional Accessories	Part Number	Net Price \$	List Price
	Number		FCA \$
Groomer 18" Spacing 1/2" for 5" x 18" cutting unit - LH (2 per machine)	67161.00	\$2,370	\$3,160
Groomer 18" Spacing 1/2" for 5" x 18" cutting unit - RH (3 per machine)	67162.00	\$2,370	\$3,160
Catcher Kit (Basket and Mounting Hardware, 5" x 18" reels, 1 required per reel)	4371659	\$259	\$345
Powered Rear Roller Brush 5"x18" Cutting Unit (Requires Counterweight 4257240)	062819	\$512	\$683
Counterweight Kit (for use with powered rear roller brush)	4257240	\$68	\$90
High Cut Front Roller Kit to Extend Range to 23.81 mm (15/16")	068634	\$104	\$13
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,37
Grass Dispersal kit (5" x 18" reels, 1 required per reel)	669325	\$41	\$5
Kit, Ball Guard (TR3## AR3## SLF###)	669644	\$348	\$46
Kit, Inclinometer (TR3## AR3## SLF###)	4399787	\$89	\$11
Kit, Foot Rest (TR3## AR3## SLF###)	LMAC629	\$95	\$12
3 Wheel Treaded Tire / Wheel Assembly Kit (Includes 3 complete assemblies)	WL073	\$524	\$69
4 Wheel Treaded Tire / Wheel Assembly Kit (Includes 4 complete assemblies)	WL075	\$697	\$92

Optional Accessories - Bi-Directional Groomer/Brushes		Part Number	Net Price \$	List Price FCA \$
DRIVE GRMR/BRUSH 5in REEL - LH HYD		062938	\$1,535	\$2,046
DRIVE GRMR/BRUSH 5in REEL - RH HYD		062939	\$1,535	\$2,046
GROOMER, 18in, 1/2in SPACING		62940.00	\$374	\$499
Brush, 18in., Herringbone, Stiff Bristle		62915.00	\$250	\$333
Brush, 18in., Herringbone, Medium Bristle		062916	\$250	\$333
Brush, 18in., Herringbone, Soft Bristle		062917	\$250	\$333
ROLLER FRONT, GROOVED 18in, 1/2in SPACING	For use with Groomer	062941	\$261	\$348
Front Roller, Solid, 18in.	For use with Brushes	062931	\$282	\$376

Common Service Parts	Part Ne Number	t Price \$  CA S  List Price  FCA \$
9 blade F" v 19" Classic VD real cylinder (LLI)	4201646	Comico Dorto
8 blade, 5" x 18" Classic XP reel cylinder (LH)  8 blade, 5" x 18" Classic XP reel cylinder (RH)	4391646 4119512	Service Parts Service Parts
11 blade, 5" x 18" Classic XP reel cylinder (LH)	4170220	Service Parts
11 blade, 5" x 18" Classic XP reel cylinder (RH)	4119513	Service Parts
18" Medium Section Legendary Bedknife	4118902	Service Parts

Wholegoods Alt Engines	Part Number	Net Price \$	List Price FCA \$
	Ivamoei		ΤΟΛΥ
SLF530 (3-wheel drive) Alt Engine	068021-F513AE	\$20,597	\$27,462
SLF530 (4-wheel drive) Alt Engine	068021-G515AE	\$22,474	\$29,965

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# LF550 - Lightweight Fairway Mower

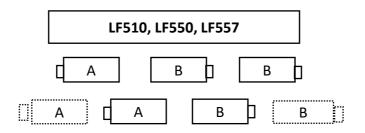
LF550 Lightweight Fairway Mowers model feature standard foldable R.O.P.S. With seat belt, headlights, suspension seat with armrest, onboard control module and backlapping; less cutting units and grass catchers. Factory filled with GreensCare 68 Bio Hydraulic Fluid.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
	•	•	
LF550, 2WD, Stg V (37.5 HP)	068019-693404	\$52,094	\$69,458
LF550, 4WD, Stg V (37.5 HP)	068019-693408	\$56,193	\$74,924
LF550, 4WD, Stg V (50 HP)	068019-694103	\$59,340	\$79,120
Stage V / Tier 4F Products Feature Common Rail Engines, ultra low sulphur diesel required.			
LF550, 4WD, T4I (35.5 HP)	068019-411155	\$51,187	\$68,249
Only available for sale to regions outside of UK, EU, North America & Canada			

Cutting Units; less front roller (3LH and 2RH reels required for LF550)	Part Number	Net Price \$	List Price FCA \$
Reel-TrueSet LF510, LF550, 7- Blade (LH) Reel-TrueSet LF510, LF550, 7- Blade (RH) TrueSet Cutting Unit LF510, LF550, 9 Blade Reel Left Hand (3 Required) TrueSet Cutting Unit LF510, LF550, 9 Blade Reel Right Hand (2 Required)	062839 062840 062855 062856	\$2,057 \$2,057 \$2,174 \$2,174	\$2,743 \$2,743 \$2,899 \$2,899
Vertical Mower LH FlashAttach 12.7 cm (5") Dia, 19 mm (0.75") Spacing. Incld. Front + Rear Rollers + Yoke	067894	\$1,931	\$2,575
Vertical Mower RH FlashAttach 12.7 cm (5") Dia, 19 mm (0.75") Spacing. Incld. Front + Rear Rollers + Yoke	067895	\$1,931	\$2,575

Front Rollers (1 front roller per cutting unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$327
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$430
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$452
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$452
22" Grooved Steel Front Roller (3" Diameter)	123268	\$284	\$378
Front Roller Scraper for 3" Grooved Steel Front Roller	391202	\$50	\$67
22" Solid tube steel rear roller (2" diameter)	1004990		Service Parts
22" Solid tube steel rear roller (23.25" length x 2" OD)	1000770		Service Parts
20" Solid Tube Steel Rear Roller (20" length x 2.5" OD)	5003687	Service Parts	
22" Solid tube steel rear roller (22" length x 2.5" OD)	1003728	Service Parts	
24" Solid tube steel rear roller (24" length x 2.5" OD)	1002446	Service Parts	
18" Hollow smooth tube steel roller (2" diameter)	4108920		Service Parts

Original Turf Groomer	Part Number	Net Price \$	List Price FCA \$
Turf Groomer®, 6.3 mm (0.25") Spacing with Grooved Roller, Right hand Drive, Use in Position A*.	067911	\$2,576	\$3,435
Turf Groomer®, 12.7 mm (0.50") Spacing with Grooved Roller, Right hand Drive, Use in Position A.	067913	\$2,576	\$3,435
Turf Groomer®, 6.3 mm (0.25") Spacing with Grooved Roller, Left hand Drive, Use in Position B*.	067912	\$2,576	\$3,435
Turf Groomer®, 12.7 mm (0.50") Spacing with Grooved Roller, Left hand Drive, Use in Position B.	067914	\$2,576	\$3,435



Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Powered Rear Roller Brush 5"x22" Cutting Unit	62820.00	\$609	\$812
Grass Catcher, grey (1 per Cutting Unit Required) - Catcher Mounting Hardware Kits Required for LF 570 & LF-4677; no Mounting Kit Required on LF 550	67891.00	\$296	\$395
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Height of Cut Assembly 3.02 cm (1-3/16") with Rear Roller Scraper Rods <cr>(No Rollers Included) (1 per Cutting Unit Required)</cr>	067917	\$165	\$220
LED Light Kit	4238642	\$476	\$635

068019-461155	\$54,629	\$72,838
068019-431155	\$51,731	\$68,975
068019-231175	\$50,371	\$67,161

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

## LF570 - Lightweight Fairway Mower

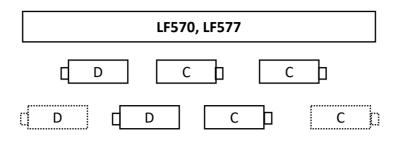
LF570 Lightweight Fairway Mowers model feature standard foldable R.O.P.S. With seat belt, headlights, suspension seat with armrest, onboard control module and backlapping; less cutting units and grass catchers. Factory filled with GreensCare 68 Bio Hydraulic Fluid.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
LF570, 2WD, Stg V (37.5 HP).	068019-693406	\$54,715	\$72,953
LF570, 4WD, Stg V (37.5 HP)	068019-693410	\$58,674	\$78,232
LF570, 4WD, Stg V (50 HP)	068019-694105	\$63,226	\$84,301
Stage V / Tier 4F Products Feature Common Rail Engines, ultra low sulphur diesel required.			
15570 AVAID TAL (05 5 UD)	000040 444475	ć55 020	ć72 274
LF570, 4WD, T4I (35.5 HP)	068019-411175	\$55,028	\$73,371
Only available for sale to regions outside of UK, EU, North America & Canada			

Cutting Units; less front roller (5 reels required for LF570)	Part Number	Net Price \$	List Price FCA \$
Reel - 17.8 cm (7") Dia,11 Blade, FlashAttach Reel - 17.8 cm (7") Dia, 9 Blade, FlashAttach	067986 067987	\$2,309 \$2,297	\$3,078 \$3,063
Vertical Mower FlashAttach 17.8 cm (7") Dia, 2.54 cm (1") Spacing, Front and Rear Rollers Incld. Less Motors + Yokes.	067854	\$2,129	\$2,838
Lift yoke for 7" Cutting/Verticut reels - Service Part	1003361		Service Parts

ront Rollers (1 front roller per cutting unit required unless Turf Groomer is selected)	Part Number	Net Price \$	List Price FCA \$
Grooved Assembly/Disc Roller 55.9 cm (22")	068527	\$291	\$388
Grooved Segmented Front Roller 55.9 cm (22")	068673	\$328	\$437
Smooth Roller (Light), with Scraper 55.9 cm (22")- BOM shown in 68530	068530	\$245	\$32
Solid Tube Roller, with Scraper 55.9 cm (22")	068641	\$323	\$43
Grooved Machined Steel Roller 55.9 cm (22")	068613	\$339	\$45
Grooved Machined Aluminium Roller 55.9 cm (22")	068614	\$339	\$45
22" Grooved Steel Front Roller (3" Diameter)	123268	\$284	\$37
Front Roller Scraper for 3" Grooved Steel Front Roller	3006263	\$34	\$4
22" Solid tube steel rear roller (23.25" length x 2" OD)	1000770		Service Part
20" Solid Tube Steel Rear Roller (20" length x 2.5" OD)	5003687		Service Part
22" Solid tube steel rear roller (22" length x 2.5" OD)	1003728		Service Par
24" Solid tube steel rear roller (24" length x 2.5" OD)	1002446		Service Par

Original Turf Groomer	Part Number	Net Price \$	List Price FCA \$
Turf Groomer®, 55.9 cm (22") Reel, 17.8 cm (7") Diameter, 12.7 mm <cr>(0.50") Spacing with Grooved Roller, Right hand Drive, Use in Position D.</cr>	067989	\$2,600	\$3,466
Turf Groomer®, 55.9 cm (22") Reel, 17.8 cm (7") Diameter, 12.7 mm (0.50") Spacing with Grooved Roller, Left hand Drive, Use in Position C	067988	\$2,600	\$3,466



Optional Accessories	Part Number	Net Price \$	List Price FCA \$	
Powered Rear Roller Brush for 7"x22" Cutting Unit	62821.00	\$714	\$952	
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	4239802.00	\$209	\$278	
Grass Catcher, grey (1 per Cutting Unit Required) - Catcher Mounting Hardware Kits Required	067891	067004	¢206	ćaor
for LF 570 & LF-4677; no Mounting Kit Required on LF 550		\$296	\$395	
RH Catcher Mounting Hardware Kit, 7" Reel (3 for LF570, 4 for LF-4677)	067919	\$74	\$98	
LH Catcher Mounting Hardware Kit, 7" Reel (2 for LF570, 3 for LF-4677)	067920	\$74	\$98	
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,37	
LED Light Kit	4238642	\$476	\$63!	
High Height of Cut Kit for 7" Reel (5 for LF570, 7 for LF-4677) - Extends HOC to 1 - 9/16"	4113920		Service Parts	

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### F305 & F407 Fairway Mower

The F305 and F407 feature a Stage V Kubota turbo charged 4 cylinder diesel engine, parallel cross series automatic 4 wheel drive system, direct hydraulic drive to cutting units, hydraulic variable weight transfer, wet parking brakes, on board engine diagnostics, back lapping, power steering with tilt wheel, deluxe fully adjustable high-back suspension seat with arm rests. F407 features Multi-function joystick for control of all cutting units. Less cutting units, front rollers and catchers.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
F305, Stage V, 4WD diesel power unit (Including ROPS)	10011560	\$55,065	\$73,420
Common Rail Engine, ultra low sulphur diesel required.			
F407, Stage V, 4WD diesel power unit (Including ROPS)	10011568	\$69,867	\$93,156
Common Rail Engine, ultra low sulphur diesel required.			

Cutting Units	Part Number	Net Price \$	List Price FCA \$
F305 requires 3 x RH Drive and 2 x LH Drive Units F407 requires 4 x RH Drive and 3 x LH Drive Units			
Floating Head Cutting Unit, RH Drive, 66.1 cm (26") Reel, 7-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.5 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	JMAB347	\$3,188	\$4,250
Floating Head Cutting Unit, LH Drive, 66.1 cm (26") Reel, 7-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.5 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	10030749	\$3,188	\$4,250
Floating Head Cutting Unit, RH Drive, 66.1 cm (26") Reel, 11-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.5 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	JMAB348	\$3,188	\$4,250
Floating Head Cutting Unit, LH Drive, 66.1 cm (26") Reel, 11-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.5 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	10031703	\$3,188	\$4,250

otional Accessories - F305	Part	Net Price \$	List Price
Optional Accessories - F505	Number	Net Price \$	FCA \$
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 5, Factory Fitted	10031704-F305-P	\$7,315	\$9,753
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 5, Field Fitted	10031704-F305-F	\$6,395	\$8,526
Grass Catchers, Grey, Set of 5	JMAB302	\$1,271	\$1,694
Fairway Cutter Deflector Kit	LMAC435	\$415	\$553
Grammer Air Suspension Seat (Factory Installation)	LMAC278	\$895	\$1,193
Grammer Air Suspension Seat (After Market Sale Option)	LMAC277	\$1,814	\$2,418
Canopy / Sunshade Kit - Adjustable	68127	\$1,028	\$1,371
Kit, LED work light (F305,F407)	10013067	\$386	\$514

otional Accessories - F407	Part Number	Net Price \$	List Price FCA \$
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 7, Factory Fitted	10031704-F407-P	\$9,842	\$13,122
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 7, Field Fitted	10031704-F407-F	\$8,918	\$11,891
Grass Catchers, Grey, Set of 7	JMAB545	\$1,777	\$2,369
Grammer Air Suspension Seat (Factory Installation)	LMAC278	\$895	\$1,193
Grammer Air Suspension Seat (After Market Sale Option)	LMAC277	\$1,814	\$2,418
Canopy / Sunshade Kit - Adjustable	68127	\$1,028	\$1,371
Kit, LED work light (F305,F407)	10013067	\$386	\$514

Pending Parts to Add	Part Number	Net Price \$	List Price FCA \$
Ball guard	10033441		

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### **AR321 - Fine-Cut Rotary Trim Mower**

AR321 Diesel - 3-wheel drive. All AR321 machines feature hydrostatic power steering and traction system w/single pedal control, maintenance free hydraulic wet disk brakes, treaded tyres, hydraulic deck drive, hydraulic lift with weight transfer, high back seat, ROPS and ergonomic armrest controls.

Less cutting decks.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
AR321 Rotary Mower - Includes ROPS and Standard Seat	068021-D400	\$26,692	\$35,589

Rotary Decks	Part Number	Net Price \$	List Price FCA \$
Required Accessory			
Truedeck - Rotary Deck Set 68.6cm (27") (Includes 3 Complete Decks with Rollers)	674381	\$6,296	\$8,394

Optional Accessories		nber Net Price \$	List Price FCA \$
		·	
Kit, Mow Mode (TR320, AR321)	4392	2007 \$12	25 \$167
Kit, LED work light (TR3##, AR3##, SLF###)	674	687 \$27	75 \$367
Canopy / Sunshade Kit - Adjustable	068	\$127 \$1,02	28 \$1,371
Kit, Ball Guard (TR3## AR3## SLF###)	669	)644	18 \$464
Kit, Inclinometer (TR3## AR3## SLF###)	4399	9787 \$8	39 \$118
Kit, Foot Rest (TR3## AR3## SLF###)	LMA	C629 \$9	95 \$127
Armrest Accessory, Seat (Includes Left/Right Arm Rests & Bolts)	4139	9431 \$9	96 \$128
Slick Tire / Wheel Assembly Kit (Includes 3 complete assemblies)	WL	072 \$52	24 \$698
KIT - MULCHING	670	)712 \$5	\$75
KIT- ROLLERS, NON-STRIPE	671	.617	TBA
KIT - QUICK RELEASE PINS	674	595	POA

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### **AR331 - Fine-Cut Rotary Trim Mower**

All AR331 machines feature "Adaptishift" cutting unit offset mechanism, a Kubota Diesel (24.5 HP) engine, hydrostatic power steering and traction system w/single pedal control and automatic parallel series 3-wheel drive, maintenance free hydraulic wet disk brakes, treaded tyres, hydraulic deck drive, weight transfer, hydraulic lift, high back suspension seat, ROPS and ergonomic armrest controls with joystick lift/lower and 5" full colour interface.

Less cutting decks.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
AR331 Rotary Mower - Includes ROPS and Mechanical Suspension Seat	068021-E410	\$30,938	\$41,251

Rotary Decks	Part Number	Net Price \$	List Price FCA \$
Required Accessory			
Truedeck - Rotary Deck Set 68.6cm (27") (Includes 3 Complete Decks with Rollers)	674381	\$6,296	\$8,394

Optional Accessories	Part Number	Net Price \$	List Price FCA \$
Kit, LED work light (TR3##, AR3##, SLF###)	674687	\$275	\$367
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Kit, Ball Guard (TR3## AR3## SLF###)	669644	\$348	\$464
Kit, Inclinometer (TR3## AR3## SLF###)	4399787	\$89	\$118
Kit, Foot Rest (TR3## AR3## SLF###)	LMAC629	\$95	\$127
Slick Tire / Wheel Assembly Kit (Includes 3 complete assemblies)	WL072	\$524	\$698
KIT - MULCHING	670712	\$56	\$75
KIT- ROLLERS, NON-STRIPE	671617		TBA
KIT - QUICK RELEASE PINS	674595		POA

# AR530 / AR730 Articulating Rotary Mowers

NA Price List

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### AR530 and AR730 Articulating Rotary Mowers

The AR530 Powered by a 50.2hp (37.4kW) Kubota diesel engine, 90 inch width of cut, Five TrueDeck 23" rotary decks

The AR730 Powered by a 65.2hp (48.5kW) Kubota diesel engine. 124 inch width of cut, Seven TrueDeck 23" rotary decks

Standard features include TrueDeck 23" rotary decks, SureTrac II AWD system with selectable def. lock 4WD system, foldable ROPS with seat belt, LED headlights, air ride suspension seat with armrest and onboard control module, and Jake's patented Smart reversing fan (dynamic fan speed controlled cooling system). Factory filled with GreensCare 68 Bio hydraulic fluid. Tier 4 Final/Stage V (Stage IIIB/Stage V) Engine with common rail fuel injection and DPF, model requires use of Ultra-low sulfur diesel (ULSD).

Wholegoods	Part Number	Net Price \$	List Price FCA \$
AR530+ROPS+REV FAN, T4I	10029187	\$61,970	\$82,627
Only available for sale to regions outside of UK, EU, North America & Canada.			
AR530+ROPS+REV FAN, T4F	10029188	\$64,664	\$86,219
Limited volume. Not available for UK / EU. Common Rail Engine, ultra low sulphur diesel required.			
AR530+ROPS+REV FAN, STAGE 5	10029189	\$64,664	\$86,219
Common Rail Engine, ultra low sulphur diesel required.			
AR730+ROPS+REV FAN, STAGE 5	10029629	\$81,728	\$108,971
Common Rail Engine, ultra low sulphur diesel required.			

Optional Accessories (All Models)	Part Number	Net Price \$	List Price FCA \$
Canopy / Sunshade Kit - Adjustable	068127	\$1,028	\$1,371
Kit - Quick Release Pins (5 Gang)	677080		TBA
Kit - Quick Release Pins (7 Gang)	677261		TBA
KIT - 23" CABLE SCRAPER (requires 1 per deck)	689563		TBA
Kit - Mulching Baffle, 23" deck (requires 1 per deck)	677092		TBA
Kit - Hood Latch lock (required for CE)	686406		TBA
ROLLER-Non-Stripping Rear GROOVED POLYMER (SERVICE 76 X 567mm)	698270		TBA
KIT-23" GROOVED ROLLER SCRAPER for 698270	10002064		TBA
ROLLER- SOLID POLYMER non stick Rear (SERVICE 76 X 567mm)	698272		TBA
KIT, ROPS BRACKET for Canopy	687204		TBA
ACC, CARGO NET	4394939		TBA

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
Vortex Combo Blade (Standard on AR530/730 from Factory)	692774		Service Parts
eXtreme Mulch Blade	692775		Service Parts
High Lift Blade	692771		Service Parts

	LAR 23" Blade Recommendations				
	Discharge Mode	Mulch Mode	Comments		
Vortex Combo	Best cut quality, Good Distribution	Good hiding of clippings for cool and warm season grasses, best cut quality	Best all around blade in cool and warm season grasses		
692774	Good all around blade	Sometimes best blade for Bermuda			
EXtreme Mulch	In certain conditions best distribution, but some degradation in cut quality	Best blade for hiding, but some degradation in cut quality	Performance is very dependent on specific local conditions		
	Often the best blade for Bermuda	Often the best blade for Bermuda			
High Lift	Use for very heavy conditions	Not Recommended	Not available for Europe because of sound levels?		
692771	Helps with distribution in cool season grass, especially in the Spring				
These recommendations are intended as an initial guide for blade selection					

Note These recommendations are intended as an initial guide for blade selection.

Grass type, regional climates, height of cut, and customer preferences will affect the actual blade choice.

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### HR380 - Out-Front Rotary / Flail Mower

The HR 380 features a Kubota 37.5 hp, 3 cylinder, liquid cooled, turbocharged Stage V diesel engine. 4 wheel drive hydrostatic transmission with wet parking brakes. Operator platform with power steering, armrest mounted joystick lift lower control and weight transferring traction boost switch. Full colour operator display with on-board engine and machine diagnostics. Mow mode and bulkhead storage rack as standard. Other options to be selected. Cutting deck to be selected separately either as fixed or interchangeable.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
RANSOMES HR380 POWER UNIT (SERIES MV)	10007167	\$39,242	\$52,323

## \*\* PICK EITHER: FIXED CUTTING UNIT, OPTION 1 OR INTERCHANGABLE CUTTING UNITS, OPTION 2 \*\*

Option 1 - Fixed Cutting Unit (Pick 1 only)	Part Number	Net Price \$	List Price FCA \$
Factory Installed - Not Quick Release Interchangeable			
Rear Discharge Deck 1.52m (60") complete with lift arms	10004593	\$5,426	\$7,235
Rear Discharge Deck 1.83m (72") complete with lift arms	10024296	\$5,816	\$7,755
Muthing mulching flail deck 1.6m (63") Complete with lift arms and rear counterweight	10001454	\$8,697	\$11,596

ption 2 - Interchangeable Cutting Units & Front Attachments	Part Number	Net Price \$	List Price FCA \$
Pick Quick Coupler Kit - Machine Side (Required)			
Quick Coupler Kit - Machine Side for Multiple Front Attachments (Factory fit)	10031935	\$482	\$643
Then required matching pairs of units and quick coupling hoses for field installation			
Rear Discharge Deck 1.52m (60") complete with lift arms (Field Installation)	10031440	\$5,426	\$7,235
Quick coupler hose set for connecting Rotary Deck 60" (Field Fit)	10024805	\$394	\$525
Rear Discharge Deck 1.83m (72") complete with lift arms (Field Installation)	10033370	\$5,816	\$7,755
Quick coupler hose set for connecting Rotary Deck 72" (Field Fit)	10024813	\$394	\$525
Muthing mulching flail deck 1.6m (63") Complete with lift arms and rear counterweight (Field Installation)	10031489	\$8,697	\$11,596
Quick coupler hose set for connecting Flail Unit (Field Fit)	10024806	\$295	\$393

Optional Platform Accessories - Factory Installed	Part Number	Net Price \$	List Price FCA \$
			4
Lighting Kit and Mirrors (for 60" RD Deck) UK left hand traffic	10009425	\$1,982	\$2,643
Lighting Kit and Mirrors (for 72" Deck and 63" Flail) UK left hand traffic	10013215	\$2,260	\$3,013
Lighting Kit and Mirrors (for 60" RD Deck) EU right hand traffic	10013203	\$1,982	\$2,643
Lighting Kit and Mirrors (for 72" Deck and 63" Flail) EU right hand traffic	10013224	\$2,260	\$3,013
Amber Warning Beacon	697777	\$452	\$602
Tilt Sensor Technology (TST) kit	10009298	\$694	\$925
Grammer Air Suspension Seat (Factory Installation)	LMAC278	\$895	\$1,193
Armaturf (Aramide) Wheel Kit - Standard Track (Factory Installation)	10034217		\$1,166
Armaturf (Aramide) Wheel Kit - Wide Track (Factory Installation)	10027332	\$875	\$1,166
Armaturi (Aramide) wheel kit - wide Track (Factory Installation)	1002/332	\$8/5	\$1,160

Optional Platform Accessories - Field Installed	Part Number	Net Price \$	List Price FCA \$
Sealed Storage Pod (Field Installation)	10002555	\$614	\$818
Rear Storage Rack Kit (Field Installation)	10002353	\$323	\$432
Hydraulic Sump Guard (Field Installation)	10027168	\$84	\$112
Lighting Kit and Mirrors (for 60" RD Deck) UK left hand traffic (Field Installation)	10031557	\$1,848	\$2,464
Lighting Kit and Mirrors (for 60" RD Deck) EU, US left hand traffic (Field Installation)	10031560	\$1,848	\$2,46
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	10031561	\$2,111	\$2,81
Lighting Kit and Mirrors (for 72" Deck and 63" Flail) EU,US left hand traffic (Field Installation)	10031562	\$2,111	\$2,81
Amber Warning Beacon (Field Installation)	10032820	\$424	\$56
Amber Warning Beacon R65 Compliant (Field Installation)	10013230	\$729	\$97
Tilt Sensor Technology (TST) kit (Field Installation)	10025711	\$677	\$90
Grammer Air Suspension Seat (Field Installation)	LMAC278-F	\$1,513	\$2,01
Armaturf (Aramide) Wheel Kit	WLA066	\$1,569	\$2,09
Maintains Standard Track for HR380			
Armaturf (Aramide) Wheel Kit	WLA065	\$1,569	\$2,09
Increased to 1.6m Wide Track for HR380			

ccessories for Cutting Units and Fitting Additional Front Attachments - Field Installed	Part Number	Net Price \$	List Price FCA \$
Quick Coupler Kit - Machine Side for Multiple Front Attachments (Field fit)	10024804	\$480	\$640
Quick coupler hose set for connecting Rotary Deck 60" (Field Fit)	10024805	\$394	\$52!
Quick coupler hose set for connecting Rotary Deck 72" (Field Fit)	10024813	\$394	\$525
Quick coupler hose set for connecting Flail Unit (Field Fit)	10024806	\$295	\$39:
Auxiliary Hydraulic Service Kit (Field Kit)	10027120	\$898	\$1,19
Mulching Baffle Kit - For 1.52m (60") Front Deck (Fits 10004593) (Field Kit)	10024368	\$422	\$562
Mulching Baffle Kit - for 1.83m (72") Front Deck (Fits 10024296) (Field Kit)	10027122	\$411	\$548
Speed Cut Discharge kit - For 1.52m (60") Front Deck (Field Kit)	10024657	\$450	\$60

Additional / Replacement Cutting Units - Field Installed	Part Number	Net Price \$	List Price FCA \$
Rear Discharge Deck 1.52m (60") complete with lift arms (Field Installation)	10031440	\$5,426	\$7,235
Rear Discharge Deck 1.83m (72") complete with lift arms (Field Installation)	10033370	\$5,816	\$7,755
Muthing mulching flail deck 1.6m (63") Complete with lift arms and rear counterweight (Field Instal	10031489	\$8,697	\$11,596

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
21" Eliminator ® Rotary Shredder Blade	E4150198G		Enq. Parts
25" Eliminator ® Rotary Shredder Blade	E4298184G		Enq. Parts

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### HM600 - Wide Area Heavy-duty Mulching Flail Mower

The HM600 is powered by a 65.2hp Kubota 4 cylinder turbo diesel engine. As standard it features SureTrac 4wd; 1 x 160cm wide, 30.5cm Dia front flail deck and 2 x 100cm, 30.5cm Dia wing decks with breakback system; MSG85 mechanical full suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering®; 3.8" automotive style colour display; adjustable travel speeds; quick select drive modes with AdaptiCut; hydraulically driven, temperature controlled reversible engine fan; TST; movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes and foldable ROPS.

The HM600 cab is standard with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket audio unit.

RHM600	\$90.519	\$120,692
JHM600	\$90,519	\$120,692
RHM600C	\$113,070	\$150,760
JHM600C	\$113,070	\$150,760
	RHM600C	JHM600 \$90,519 RHM600C \$113,070

Optional Accessories (All Models)	Part Number	Net Price \$	List Price FCA \$
Armaturf (Aramide) Wheel Kit	WLA065	\$1,569	\$2,092
Lighting Switch (French Road Compliance)	LMAC584	\$55	\$73
Electronic Service Brake Pedal Kit - MP / HR Series	LMAC638		Service Parts

Optional Accessories (ROPS Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - HR800/HM600 ROPS (Includes lights, mirrors & license plate mount)	685843-P	\$2,867	\$3,823
Beacon Kit	LMAC531A	\$488	\$650
Kit - Air Suspension Vinyl Seat (MSG75 Factory Fit)	LMAC560	\$1,727	\$2,303
Beacon Kit (R65 / France Road Compliant) - Factory Installed	LMAC624-P	\$635	\$846
Beacon Kit (R65 / France Road Compliant) - Dealer Installed	LMAC624-F	\$635	\$846
Kit - Equipment Carry Cage - Ransomes MP Cylinder/Flail (Light kit reqd.)	LMAC633	\$328	\$437

ptional Accessories (Cabin Models)	Part Number	Net Price \$	List Price FCA \$
Road Lights & License Plate Mount - HR800/HM600 Cabin - Left Hand Traffic (UK)	685895-P	\$1,278	\$1,704
Road Lights & License Plate Mount - HR800/HM600 Cabin - Right Hand Traffic (EU)	685896-P	\$1,278	\$1,704
Rear Wiper Kit	LMAC599P	\$278	\$370
Rear Wiper Kit, Field Fit	LMAC599F	\$239	\$319
Cabin Mirror Extension Brackets (French Road Compliance)	LMAC663	\$71	\$95
Cabin Beacons R65 - Production Fit (French Road Compliance)	LMAC665-P	\$343	\$457
Cabin Beacons R65 - Field Fit (French Road Compliance)	LMAC665-F	\$343	\$457
LED Worklight Kit - MP/HR Series Cabin	10008205	\$353	\$470

Common and Reference Service Items	Part Number Net Price	\$ List Price FCA \$
Lockable Fuel Cap	4315070	Enq. Parts
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	4390846	Enq. Parts
Cabin External Rear Bulkhead Heat Insulation	009093950	Enq. Parts

Pending parts to include		Part Number	Net Price \$	List Price FCA \$
	MP Elect Brake Pedal	LMAC638		
	HM600 Transport Strapping E	10029588		
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### **HR600 - Wide Area Rotary Mower**

The HR600 is powered by a Kubota 65.2 hp (48.6 kW) common rail Stage V compliant turbo diesel engine. As standard it features SureTrac 4wd; high strength Strenx® decks with individual motors to each blade; wing decks with parallel breakback system; MSG85 mechanical full suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering®; 3.8" automotive style display; adjustable travel speeds; quick select drive modes with AdaptiCut; Tilt Sensor Technology Kit (TST); movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes and foldable R.O.P.S.

The HR600 cab is standard with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket audio unit.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Jacobsen HR600 Rotary Mower, ROPS, Stage V w Reversing Fan	JMP653F	\$65,114	\$86,818
Jacobsen HR600 Rotary Mower, Cabin, Stage V w Reversing Fan	JMP653CF	\$81,563	\$108,750

Front Cutting Deck	Part Number	Net Price \$	List Price FCA \$
One Required			
Rear Discharge Deck 152 cm (60") - 11" Pneumatic Wheels	LMAC684-B	\$5,415	\$7,220
-			

Wing Deck Cutting Unit Options	Part Number	Net Price \$	List Price FCA \$
One Required			
Contour Rotary Wing Deck Set for 3.5m Width of Cut - 11" Pneumatic Wheels	LMAC650-B	\$6,581	\$8,775
· •			

Optional Accessories (All Models)	Part Number	Net Price \$	List Price FCA \$
Armaturf (Aramide) Wheel Kit	WLA065	\$1,569	\$2,092
Mulching Baffle Kit - For 1.52m (60") Front Deck (Fits LMAC614, LMAC585, 069189, LMAC648)	LMAC654-F	\$655	\$873
Mulching Baffle Kit - For 3.5m Width of Cut Wing Decks (Fits LMAC548, LMAC650-#)	LMAC656-F	\$981	\$1,308
Deck Wheel Conversion - Pneumatic to Semi Pneumatic - 1 Reqd. Factory Fit	LMAC651-P	\$184	\$245
Electronic Service Brake Pedal Kit - MP / HR Series	LMAC638		Service Parts

Optional Accessories (ROPS Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - MP/HR Rotary ROPS (Includes lights, mirrors & license plate mount)	690443-P	\$2,390	\$3,186
Beacon Kit	LMAC531A	\$488	\$650
Kit - Air Suspension Vinyl Seat (MSG75 Factory Fit)	LMAC560	\$1,727	\$2,303
Kit - Equipment Carry Cage - Jacobsen Rotary (Light kit reqd.)	LMAC642	\$328	\$437

ptional Accessories (Cabin Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - MP/HR Rotary Cabin Right Hand (EU/US) Traffic (Includes lights & license plate mount)	690515-P	\$1,110	\$1,480
Rear Wiper Kit	LMAC599P	\$278	\$370
Rear Wiper Kit, Field Fit	LMAC599F	\$239	\$319
LED Worklight Kit - MP/HR Series Cabin	10008205	\$353	\$470

Common and Reference Service Items	Part Net Price \$	List Price FCA \$
21" ELIMINATOR® Rotary Shredder Blade (Field option only)	E4150198G	Enq. Parts
23" ELIMINATOR® Rotary Shredder Blade (Field option only)	E4339006G	Enq. Parts
Lockable Fuel Cap	4315070	Enq. Parts
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	4390846	Enq. Parts
Cabin External Rear Bulkhead Heat Insulation	009093950	Enq. Parts

Pending Parts to Add	Part Number	Net Price \$	List Price FCA \$
MP Elect Brake Pedal	LMAC638		

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### HR700 - Wide Area Rotary Mower

The HR700 is powered by a 65.2hp Kubota 4 cylinder turbo diesel engine. As standard it features SureTrac 4wd; SureStrength Strenx® decks with individual motors to each blade; 4.27m cut width from 1 x 60" front deck and 2 x 60" wing decks with parallel breakback system; MSG85 mechanical full suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering®; 3.8" automotive style colour display; adjustable travel speeds; quick select drive modes with AdaptiCut; TST; movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes and foldable ROPS.

The HR700 cab is standard with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket audio unit.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Jacobsen HR700 Rotary Mower, ROPS, Stage V w Reversing Fan	JHR700F	\$89,122	\$118,829
Jacobsen HR700 Rotary Mower, Cabin, Stage V w Reversing Fan	JHR700CF	\$111,609	\$148,812

Optional Accessories (All Models)	Part Number	Net Price \$	List Price FCA \$
Armaturf (Aramide) Wheel Kit	WLA065	\$1,569	\$2,092
Mulching Baffle Kit - HR700, MP653 XC (1 required)	4382307	\$1,811	\$2,415
Deck Wheel Conversion - Pneumatic to Semi Pneumatic - 1 Reqd. Factory Fit	LMAC651-P	\$184	\$245
Electronic Service Brake Pedal Kit - MP / HR Series	LMAC638		Service Parts

Optional Accessories (ROPS Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - MP/HR Rotary ROPS (Includes lights, mirrors & license plate mount)	690443-P	\$2,390	\$3,186
Beacon Kit	LMAC531A	\$488	\$650
Kit - Air Suspension Vinyl Seat (MSG75 Factory Fit)	LMAC560	\$1,727	\$2,303
Kit - Equipment Carry Cage - Jacobsen Rotary (Light kit reqd.)	LMAC642	\$328	\$437

Optional Accessories (Cabin Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - MP/HR Rotary Cabin Right Hand (EU/US) Traffic (Includes lights & license plate mount)	— 690515-P	\$1,110	\$1,480
Rear Wiper Kit	LMAC599P	\$278	\$370
Rear Wiper Kit, Field Fit	LMAC599F	\$239	\$319
LED Worklight Kit - MP/HR Series Cabin	10008205	\$353	\$470

Common and Reference Service Items	Part Net F	Price \$ List Price FCA \$
21" ELIMINATOR® Rotary Shredder Blade (Field option only)	E4150198G	Enq. Parts
Lockable Fuel Cap	4315070	Enq. Parts
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	4390846	Enq. Parts
Cabin External Rear Bulkhead Heat Insulation	009093950	Enq. Parts

Pending Accessories to Add	Part Number	Net Price \$	List Price FCA \$
MP Elect Brake Pedal	LMAC638		

NA Price List

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### **HR800 - Wide Area Rotary Mower**

The HR800 is powered by a 74.3hp Kubota 4 cylinder turbo diesel engine. As standard it features SureTrac 4wd; SureStrength Strenx® decks with individual motors to each blade; 4.9m cut width from 1 x 72" front deck and 2 x 66" wing decks with parallel breakback system; MSG95 air suspension seat on an ISO mounted platform; tilt adjustable steering wheel controlling Q Amp steering®; 3.8" automotive style colour display; high / low speed range and electronically adjustable travel speeds; quick select drive modes with AdaptiCut; TST; movable armrest with fingertip lift/lower joystick control; electronic/hydraulic decks locks; wet parking brakes; foldable ROPS and reversing cooling fan.

The HR800 cabin is standard with heater, air-conditioning, heated front screen, 2 x beacons and exterior mirrors. Interior is equipped with MSG95 air suspension cloth seat, sound reduction kit, rear view mirror, sunshade, speakers, wiring and antennae ready for aftermarket stereo.

Wholegoods	Part Number	Net Price \$	List Price FCA \$
Jacobsen HR800 Rotary Mower with ROPS	070543-4613110	\$109,037	\$145,382
Jacobsen HR800 Rotary Mower with Cabin	070543-4624110	\$127,119	\$169,492
CE Compliant Wholegoods			
Jacobsen HR800 Rotary Mower with ROPS - EU	070543-4613210	\$109,037	\$145,383
Jacobsen HR800 Rotary Mower with Cabin - EU	070543-4624210	\$127,121	\$169,494

Optional Accessories (All Models)	Part Number	Net Price \$	List Price FCA \$
KIT, HR800 MULCHING	4382306	\$2,002	\$2,669
CANOPY KIT	068127	\$1,028	\$1,371
Semi-pneumatic Wheel & Tire Assembly, 11"	4336131		Service Parts

Optional Accessories (ROPS Models)	Part Number	Net Price \$	List Price FCA \$
Road Kit - HR800/HM600 ROPS (Includes lights, mirrors & license plate mount)	685843-P	\$2,867	\$3,823
Beacon Kit	LMAC531A	\$488	\$650

Optional Accessories (Cabin Models)	Part Number	Net Price \$	List Price FCA \$
Road Lights & License Plate Mount - HR800/HM600 Cabin - Left Hand Traffic (UK)	685895-P	\$1,278	\$1,704
Road Lights & License Plate Mount - HR800/HM600 Cabin - Right Hand Traffic (EU)	685896-P	\$1,278	\$1,704
Rear Wiper Kit, Field Fit	LMAC599F	\$239	\$319
LED Worklight Kit - MP/HR Series Cabin	10008205	\$353	\$470

Common Service Parts	Part Number	Net Price \$	List Price FCA \$
	422222		
Blade, 23" Offset High Lift (HR800 Wing Deck equipped standard)	4339006		Enq. Parts
Blade, 25" Offset High Lift (HR800 Front Deck equipped standard)	4298184		Enq. Parts
Blade, 23" Offset Low Lift (HR600 Wing Deck equipped standard, HR800 Wing Deck)	4291662		Enq. Parts
Blade, 25" Offset Low Lift (HR800 Front Deck)	4158841		Enq. Parts
Lockable Fuel Cap	4315070		Enq. Parts
Cabin Air Intake Fine Filter - HEPA Class 14 Activated Carbon	4390846		Enq. Parts
Cabin External Rear Bulkhead Heat Insulation	009093950		Enq. Parts

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### Accessories for Non Current Jacobsen Wholegoods

Document version date: 31-Jan-2022 Prices applicable from: 31-Jan-2022

### **Accessories for Non Current Jacobsen Wholegoods**

To be used as a reference record for accessories for recent but non-current wholegoods. Once a wholegood is removed from production or an accessory is not compatible with current production, the intent is that those accessories are listed here for a period of three years. If requested the item will be either supplied from remaining production stocks or built to order. All pricing and lead-time is on request from the customer care division. Please expect extended lead times for supply of these non current items. This reference is not intended to be a historical reference for all items previously manufactured. Only those that have recently left production, please refer to customer care parts support for further support.

Greens King 522A - Pedestrian Greens Mower	Part Number	Pricing on Request
M/halagaad number 062200	'	
Wholegood number 063288		
Grey Grass Catcher 55.9cm (22") (For Fixed Head Machines Only)	068123	
Turf Groomer®, 55.9 cm (22") Roller/Blade assemblies, 6.3 mm (0.25") Spacing	068605	
Turf Groomer®, Roller/Blade Assemblies 1.27 cm (0.50") Spacing	067935	
Light Kit	5002962	
Note Some Absent Accessories Remain Common to Current Production		
Note Some Absent Accessories Remain Common to Current Production		

eens King 526A - Pedestrian Greens Mower	Part	Pricing on
	Number	Request
Wholegood number 063285		
Grooved Machined Aluminium Roller 66.1 cm (26")	068617	
Grooved Machined Steel Roller 66.1 cm (26")	068628	
Solid Tube Roller, with Scraper 66.1 cm (26")	068627	
Grey Grass Catcher	068124	
Light Kit	5002962	
Note Some Absent Accessories Remain Common to Current Production		
Note Some Absent Accessories Remain Common to Current Production		

lower Caddy - Trailer	Part Number	Pricing on Request
	<u> </u>	
Wholegood number 068648		
Mower Caddy Mounting Kit for GK 518, Eclipse 118	068649	
Mower Caddy Mounting Kit for Eclipse 118F	063317	
Mower Caddy Mounting Kit for GK 522, Eclipse 122	068650	
Mower Caddy Mounting Kit for Eclipse 122F	063310	
Mower Caddy Mounting Kit for PGM (Fits 068648 Trailer)	068652	
To Mount Tournament Cut 22	068672	
Mower Caddy Mounting Kit for GK 526, Eclipse 126	068651	
Mower Caddy Mounting Kit for Toro 1000	068653	

Part Number	Pricing on Request
062827	
063353	
	Number 062827

2400	Part Number	Pricing on Request
Wholegood number USAG004,USADG004		
Cutting Units, 55.9 cm (22") Greens, < CR > 9-Blade (Includes Smooth Rear Roller)	067136	
Cutting Units, 55.9 cm (22") Tees (3 Required), <cr> 7-Blade (Includes Smooth Rear Roller)</cr>	067137	
22" TrueSet Bedknife Adjustment Conversion Kit (Convert Previous 4-Point to New TrueSet) -	4266530	
Requires Service Parts 4266550, 4268351 and 4268352 for Units Not Predrilled		
Clash Prevention Kit For Centre Unit Groomer on GP400	LMAC541	

674415	
672858	
4395006	
	672858

TR330	Part Number	Pricing on Request
Wholegood number 068021-C010, 068021-C110		
GROUP-UNIT ATTACHING	674415	

AR3	Part Number	Pricing on Request
Wholegood number AR30003		
PACK, AR-3 ROTARY 3 DECK	068099	
SEAT-GRAMMER MSG85	4137966	
KIT - AR3 / TR3 WORKING LAMP KIT (SALES ITEM)	LMAC163	
KIT-PRODUCTION, GRAMMER MSG75/521 + HARNESS	LMAC225	
KIT-FIELD, GRAMMER MSG75/521 + HARNESS POST DECEMBER 05	LMAC201	
HEIGHT OF CUT SET FOR ROTARY DECKS	LMAC414	
KIT-TRANSPORT STOPS AR3	LMAC174	
Reverse Motors	4138728	
Quick Connect Jumper Cables	4160780	

AR321	Part Number	Pricing on Request
Wholegood number 068021-D400		
KIT, WEIGHT TRANSFER	672858	

LF510	Part Number	Pricing on Request
Wholegood number 068009, 068010		
Accessories		
R.O.P.S. Kit with Seat Belt	067998	
LF510 Control Console Arm Swivel Kit (side-to-side movement like LF550/570) for serial numbers 6799101501 - 01668, and 6799201501 - 01658	067999	
LF510 Control Console Arm Swivel Kit (Side-to-Side Movement Like LF550/570) for Serial Numbers 6799101669 - 01682, and 6799201659 - 01674 (Key Switch Change)	067144	
LF510 Control Console Arm Swivel Kit (Side-to-Side Movement Like LF550/570) for Serial Numbers 6799101683-Forward, and 6799201675-Forward (Main Harness Change)	067145	
22" TrueSet Bedknife Adjustment Conversion Kit (Convert Previous 4-Point to New TrueSet) - Requires Service Parts 4266550, 4268351 and 4268352 for Units Not Predrilled₪	4266530	
Note Some Absent Accessories Remain Common to Current Production		

airway 250	Part Number	Pricing on Request
Wholegood number JGZZ250		
Cutting Unit, 55.9 cm (22") Reel, 7-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.62 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	JMAB401	
Cutting Unit, 55.9 cm (22") Reel, 11-Blade, 16.5 cm (6.5") Diameter, Fitted with 7.62 cm (3") Grooved Front Roller and Front and Rear Roller Scrapers	JMAB402	
Powered Rear Cleaning Brush 55.9 cm (22"), Set of 5 Factory Fitted	LMAC183-250-P	
Powered Rear Cleaning Brush 55.9 cm (22"), Set of 5 for Field Fitting	LMAC183-250-F	
Grass Catcher (Set of 5)	JMAB404	
Grammer Air Suspension Seat (After Market Sale Option)	LMAC201	

Fairway 20E	Part	Pricing on	
Fairway 305	Number	Request	
Wholegood number JGPP305P JGPP305C			
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 5 for Field Fitting	LMAC185-305-F		
Grammer Air Suspension Seat (After Market Sale Option)	LMAC201		
Note RH Drive Units and Grass Boxes Common with F305			

Fairway 405	Part	Pricing on
raii way 403	Number	Request
Wholegood number JGPP405P JGPP405C		
Powered Rear Cleaning Brush 66.1 cm (26"), Set of 7 Factory Fitted	LMAC185-405-P	
Note RH Drive Units, Seats and Grass Boxes Common With F407		

Turfcat - Out-Front Rotary Mower	Part Number	Pricing on Request
CE Compliant Wholegood number 069180-4212		
60" Rear Discharge Deck; Hydraulic Drive	069189	
Canopy / Sunshade Kit - Adjustable	068127	
Mulching Baffle Kit - For 1.52m (60") Front Deck (Fits LMAC614, LMAC585, 069189, LMAC648)	LMAC654-F	
Non CE Compliant Wholegood number 069180-2211/2212/4211/4212		
Non CE Compliant Wholegood number 221100G01, 221200G01, 421100G01, 421200G01		
60" Rear Discharge Deck; Hydraulic Drive	069189	
63" Side Discharge Deck; Hydraulic Drive	069191	
72" Rear Discharge Deck; Hydraulic Drive	069190	
72" Side Discharge Deck; Hydraulic Drive	069192	
60" Flail Mower; Hydraulic Drive	069194	
Mulching Kit, 72¿ Rear Discharge (fits 069190)	4307975	
Mulching Kit, 60" RD (fits 069189)	4308077	
Mulching Kit, 72" SD (fits 069192)	4337066	
TurfCat Tow Hitch Kit	069188	
Buffalo Turbine Blower	BT-HC/HY1	
Canopy / Sunshade Kit - Adjustable	068127	
Climate Controlled Cabin and Cabin Accessories		
TurfCat Jacobsen Cab – ACC, for dealer installation		
(ROPS glass cab, Heater, defrost fan, interior mirror, front wiper and washer, front work lights, 4-	4312286	
way flashers/signals, rear weights)		
Rear Adjustable Work Light Kit for TurfCat Cab	4265198	

AR522 AR722	Part Number	Pricing on Request
Height Of Cut Set For Rotary Decks	LMAC414	
Diagnostic Tool	4264470	
AR522 Wheel Weight Kit (Fits 068131 T4i, 068131 T4F, and 068132 AR722T)	068005	

HR500	Part Pricing on Number Request
Road Lighting Kit & Mirrors	LMAC556A
UK Lighting Kit for MP Cab	LMAC589
EU Lighting Kit for MP Cab	LMAC590
Tilt Sensor Technology Kit	LMAC559

HR600 / HR700	Part Number	Pricing on Request
Road Lighting Kit & Mirrors	LMAC556A	
UK Lighting Kit for MP Cab	LMAC589	
EU Lighting Kit for MP Cab	LMAC590	

Part Number	Pricing on Request
LMAC659	
LMAC660	
LMAC661	
	Number  LMAC659  LMAC660

/IH5 - Tractor Mounted Cylinder Gang Mower	Part Number	Pricing on Request	
Wholegood number LBMA405			
8 Bladed Reel - LH (2 Required)	LMAC603-L		
8 Bladed Reel - RH (3 Required)	LMAC603-R	LMAC603-R	
6 Bladed Reel - LH (2 Required)	LMAC604-L	LMAC604-L	
6 Bladed Reel - RH (3 Required)	LMAC604-R		
Verticut - LH (2 Required)	LMAC605-L	LMAC605-L	
Verticut - RH (3 Required)	LMAC605-R	LMAC605-R	
Low Profile Bedknife Allows 9mm (3/8") Height of Cut. (1 per mower)	MBA7037A		





Gasoline and Diesel Effective: January 31, 2022

Translated Optional Equipment:	82       \$40,9	\$25,203 \$30,682 \$25,692
Package   Pack		\$31,171
Front Tire Options	Price Sugges Retail F	Distributor Price
### Special Food State (Secretary Companies on AVID)   Treaded Front tier (schander on AVID), optional on 2WID   Colors		
Trades from tire (standard on WWD, optional on 2WD)  Trades from tire (standard on WWD, optional on 2WD)  Colors  Colors  Stondard: Continue Stondard: Continue Stondard: Continue Coulonian Green And 1 Sandard: Coulonian Green And 2 Sandard: Coulonian Green And 3 Sandard: Couloni	+0	+0
Scalars   Scal	\$0	•
Sandard: Orinne	\$0	<u></u> \$0
Add Standard: Cuthman Green	d Chand	Charada ad
### NICLE BEHANCEMENTS Permium operator set and standard passenger seat Permit operator seat and standard passenger seat of the seat and standard passenger seat seat and seat and standard pas	ord Stand \$0	
Permitum operator and standard passenger seat		
Premium operation and passenger seat	ırd Stand	Standard
Mydraulics   National Hydraulics		
Auxiliary Hyll o hylytaulics with remote ports  Cab and BOS  Gab (Ro Doors) includes 4 post ROPS Nor compatible with Core Harvester  Cab (Ro Doors) includes 4 post ROPS Nor compatible with Core Harvester  Doors - includes both driver and passenger doors  C	4 17 1	4000
Cab and ROPS	ord Stand	Standard
Cab (No Doors) Includes 4 pook ROPS port compatible with Care Harvester	7 \$2,19	\$1,647
Doors - Includes both driver and passenger doors		10.557
Cab heater/defroster		
Post ROPS		
Bed and Towling		Standard
66° heavy duty box and tailgate Hitch, 2° receiver  1	\$53	\$400
## Hitch, 2" receiver		
Other         4 4320507         \$ 543           Throttle and speed control - Diesel         • • • 4320506         \$ 255           All function wire harmess (needed for pin mount sprayers)         • • • 4320506         \$ 255           Id Installed Accessories *Pices do not incode factor         XD - G         XD - G         XD - D         AUD         AUD         Park Number         Distributor           S, CANDPIES, & ROPS         * • • • • • • • • • • • • • • • • • • •		\$2,381
Throttle and speed control - Gas Throttle and speed control - Dissel All function wire harness (needed for pin mount sprayers)  All function wire harness (needed for SprayTek conversion (order through P&A)  All function wire harness Required for SprayTek conversion (order through P&A)  All function wire harness Required for SprayTek conversion (order through P&A)  All function wire harness Required for SprayTek conversion (order through P&A)  All function wire harness Required for SprayTek conversion (order through P&A)  All function wire harness Required for SprayTek conversion (order through P&A)  All function wire harne	. \$38	\$291
Throttle and speed control - Diesel All function wire harmess (needed for pin mount sprayers)  All function wire harmess (needed for pin mount sprayers)  All function wire harmess (needed for pin mount sprayers)  All function wire harmess (needed for pin mount sprayers)  Active the speed of the pin mount sprayers of the sprayers of	\$ \$72	\$543
Id Installed Accessories   Prices do not include labor   200   400   200   400   200   400   200   400   200   400   200   400   200   400   200   400   200   400   400   200   4	•	\$265
A First   A Company   Section   Se	\$93	\$702
Name   Section	6	
4 - post ROPS Canopy for 4 Post ROPS 100 not compatible with windshield Requires 4-post ROPS 100 not does windshield, wiper & rear window Requires 4-post ROPS & 4331487 100 100 100 100 100 100 100 100 100 10	Price Sugge Retail	Distributor Price
Canopy for 4 Post ROPS not compatible with windshield Requires 4-post ROPS Cab includes windshield, wiper & rear window Requires 4-post ROPS kit  Doors - left and right doors with sliding glass window Cab Heater and Defroster ACC, TRUCK FRONT WINDOW ACC, TRUCK FRONT WINDOW ACC, TRUCK REAR WINDOW A		
Cab includes windshield, wiper & rear window Requires 4-post ROPS kit   4316688   \$3,90	•	•
Doors - left and right doors with sliding glass window   4341480   \$3,3957		·
Cab Heater and Defroster		
ACC, TRUCK FRONT WINDOW		\$1,304
Hydraulics, high/low kit (Serial number 2500 - )		\$1,357
Hydraulics, high/low kit (Serial number 2500 - )		\$738
Hydraulic PTO (requires Auxiliary Hi/Lo Hydraulics)		
External hydraulic lift/lower kit		\$2,417
D & TOWING       Hitch, 2" receiver       4338307       \$482         Hitch insert       4318046       \$54         Fifth wheel ball hitch       4300893       \$1,05         Electric brake controller (Truckster XD)       4336850       \$327         Box and tailgate assembly, 66", quick disconnect       4337867       \$2,53         Auto Tailgate       4310834       \$451         HER ENHANCEMENTS       4300887       \$799         Turn signals       4338587       \$263         Mirrors, outside (left and right) Fits 4 Post ROPS or Cab       4348346       \$294         Electric trailer brake controller       4336850       \$327         Brush guard       4344246       \$456         5th gear lockout       4344486       \$79         Alarm, back-up kit, variable pitch       4336726       \$239         Bulk Storage area       4311776       \$237         Throttle control / governor - gas       4338589       \$543         Throttle control / governor - dsl       4338666       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       4321426       Service F         Seat, premium (operator or passenger)       4338686       \$539		
Hitch, 2" receiver	\$28	\$210
Hitch insert	2 \$64	\$482
Electric brake controller (Truckster XD)	\$72	•
Box and tailgate assembly, 66", quick disconnect	4 \$1,4	\$1,054
Auto Tailgate         ● ● ● ● 4310834         \$451           HER ENHANCEMENTS         Work Lights         ● ● ● 4330887         \$799           Turn signals         ● ● ● ● 4338587         \$263           Mirrors, outside (left and right) Fits 4 Post ROPS or Cab         ● ● ● 4348346         \$294           Electric trailer brake controller         ● ● ● ● 4336850         \$327           Brush guard         ● ● ● ● 4347246         \$466           5th gear lockout         ● ● ● ● 4344486         \$79           Alarm, back-up kit, variable pitch         ● ● ● ● 4336726         \$239           Bulk Storage area         ● ● ● ● 4338589         \$543           Throttle control / governor - gas         ● ● ● ● 4338589         \$543           Throttle control / governor - dsl         ● ● ● ● 4338466         \$405           All function wire harness Required for SprayTek conversion (order through P&A)         ● ● ● 433866         \$580           Seat, premium (operator or passenger)         ● ● ● ● 4338686         \$539    ***CACHMENTS**		·
HER ENHANCEMENTS		\$2,533
Work Lights       ●       ●       4300887       \$799         Turn signals       ●       ●       4338587       \$263         Mirrors, outside (left and right) Fits 4 Post ROPS or Cab       ●       ●       4348346       \$294         Electric trailer brake controller       ●       ●       4336850       \$327         Brush guard       ●       ●       4347246       \$466         5th gear lockout       ●       ●       4344486       \$79         Alarm, back-up kit, variable pitch       ●       ●       4336726       \$239         Bulk Storage area       ●       ●       4311776       \$237         Throttle control / governor - gas       ●       ●       4338589       \$543         Throttle control / governor - dsl       ●       ●       4338466       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       ●       ●       4338686       \$539         TACHMENTS	\$60	\$451
Turn signals       ●       ●       4338587       \$263         Mirrors, outside (left and right) Fits 4 Post ROPS or Cab       ●       ●       4348346       \$294         Electric trailer brake controller       ●       ●       4336850       \$327         Brush guard       ●       ●       4347246       \$466         5th gear lockout       ●       ●       4344486       \$79         Alarm, back-up kit, variable pitch       ●       ●       4336726       \$239         Bulk Storage area       ●       ●       4311776       \$237         Throttle control / governor - gas       ●       ●       4338589       \$543         Throttle control / governor - dsl       ●       ●       4338466       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       ●       ●       4321426       Service F         Seat, premium (operator or passenger)       ●       ●       4338686       \$539	\$1,0	\$799
Mirrors, outside (left and right) Fits 4 Post ROPS or Cab       • • • • 4348346       \$294         Electric trailer brake controller       • • • • 4336850       \$327         Brush guard       • • • • 4347246       \$466         5th gear lockout       • • • • 4344486       \$79         Alarm, back-up kit, variable pitch       • • • • 4336726       \$239         Bulk Storage area       • • • • • 4311776       \$237         Throttle control / governor - gas       • • • • • 4338589       \$543         Throttle control / governor - dsl       • • • • • 4338466       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       • • • • 4321426       Service F         Seat, premium (operator or passenger)       • • • • 4338686       \$539		•
Brush guard       ●       ●       ●       4347246       \$466         5th gear lockout       ●       ●       ●       4344486       \$79         Alarm, back-up kit, variable pitch       ●       ●       ●       4336726       \$239         Bulk Storage area       ●       ●       ●       4311776       \$237         Throttle control / governor - gas       ●       ●       ●       4338589       \$543         Throttle control / governor - dsl       ●       ●       ●       4338466       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       ●       ●       ●       4321426       Service P         Seat, premium (operator or passenger)       ●       ●       ●       ●       4338686       \$539    TACHMENTS	\$39	\$294
5th gear lockout       • • • • • 4344486       \$79         Alarm, back-up kit, variable pitch       • • • • • 4336726       \$239         Bulk Storage area       • • • • • 4311776       \$237         Throttle control / governor - gas       • • • • • • 4338589       \$543         Throttle control / governor - dsl       • • • • • • • 4338466       \$405         All function wire harness Required for SprayTek conversion (order through P&A)       • • • • • • 4321426       Service P         Seat, premium (operator or passenger)       • • • • • • • 4338686       \$539     TACHMENTS	·	·
Alarm, back-up kit, variable pitch \$239 Bulk Storage area \$4311776\$ \$237 Throttle control / governor - gas \$4338589\$ \$543 Throttle control / governor - dsl \$438466\$ \$405 All function wire harness Required for SprayTek conversion (order through P&A) \$5438666\$ \$5405 Seat, premium (operator or passenger) \$543	•	•
Bulk Storage area \$237 Throttle control / governor - gas \$4338589 \$543 Throttle control / governor - dsl \$438466 \$405 All function wire harness Required for SprayTek conversion (order through P&A) \$543 Seat, premium (operator or passenger) \$543  **TACHMENTS**	\$10 \$31	·
Throttle control / governor - gas \$543 Throttle control / governor - dsl \$438589 \$543 All function wire harness Required for SprayTek conversion (order through P&A) \$543 Seat, premium (operator or passenger) \$543  **TACHMENTS**  * • • • • • • • • • • • • • • • • •	•	·
Throttle control / governor - dsl		\$543
Seat, premium (operator or passenger)  • • • 4338686 \$539  TACHMENTS	\$ \$72	\$405
TACHMENTS TACHMENTS	•	Service Parts
	\$54 Parts Service	<b>Φ</b> Γ20
Ouick Aerator (two drum 46" working width) - includes deep slicing knives   ● ● ● 4311778 \$5.716	\$54 Parts Service	\$539
for the form of th	\$54 Parts Service \$71	·
•	\$54 Parts Service \$71 6 \$7,6	\$5,716
Mount Sprayer (Dealer Installed)	\$54 Parts Service \$71 6 \$7,6	·

SPRAYTEK XP300 - Pinmount kit (Requires all function wire harness) replaces 4335127

\$12,594

\$16,792

4394563



Gasoline and Diesel Effective: January 31, 2022 Last Revised: January 31, 2022 ORDER FROM AUGUSTA, GA [TEL] 800 241-5855

SprayTek XP		Model Number	Distributor Price	Suggested Retail Price
SprayTek XP - 175 Gallon Diesel with Manual Transmission, 2WD Premium Operat	or Soat	666491G01	\$34,443	\$45,925
SprayTek XP - 175 Gallon Diesel with Manual Transmission, 4WD Premium Operat		666492G01	\$39,922	\$53,229
Factory Installed Optional Equipment:	XP-D XP-D 2wd 4WD	Part Number	Distributor Price	Suggested Retail Price
Sprayer Tank - Standard configuration is 175 Gallon Sprayer, 300 Gallon				
SprayTek 175 gallon Tank option		4299276	Standard	Standard
SprayTek 300 gallon Tank option		4299275	\$6,456	\$8,608
TIRES & WHEELS  Front Tire Options				
Ribbed front tire (standard on 2WD, optional on 4WD	• •	4294241	\$0	\$0
Treaded front tire (standard on 4WD, optional on 2WD)	• •	4318286	\$0	\$0
COLORS				
<u>Colors</u> Standard: Orange	• •	671472G79	Standard	Standard
Add'l Standard: Cushman Green	• •	671472G37	\$0	\$0
VEHICLE ENHANCEMENTS				
<u>Seat Options</u> Premium operator seat and standard passenger seat	• •	4334606	Standard	Standard
Premium operator and passenger seat	• •	4300885	\$359	\$479
Cab and ROPS			·	
Cab (No Doors) includes 4 post ROPS <u>Not compatible with Core Harvester</u> Doors - includes both driver and passenger doors	• •	4341477 4341478	\$3,557	\$4,742
Cab heater/defroster	• •	4325730	\$3,224 \$1,143	\$4,298 \$1,524
2 Post ROPS	• •	4294267	Standard	Standard
4 Post ROPS	• •	4317494	\$400	\$533
SPRAYER OPTIONS  Controls - Note below controllers require compatible boom selected. Review controllers require compatible boom selected.	mnatibility in boom off	oring		
Raven 203 Electric control system with individual electric boom section control.	• •	4319746	\$3,807	\$5,075
Raven SCS450 automatic rate controller with individual electric section control	• •	4320026	\$7,476	\$9,968
Raven SCS450 automatic rate controller with Capstan Sharp Shooter RateSync	• •	4322364	\$6,012	\$8,016
Spray Booms - Note certain booms require specific control options	203   450   450S			
Premium spray boom - 15.0 ft. (4.5 m) with 9 nozzles and fold cylinders  Premium spray boom - 18.5 ft. (5.5 m) with 11 nozzles and fold cylinders	• •	4323390 4320589	\$6,088 \$6,287	\$8,117 \$8,382
Premium spray boom - 20.0 ft. (6 m) with 12 nozzles and fold cylinders	• •	4320590	\$6,803	\$9,070
Advanced Control Boom with Capstan Sharp Shooter 18.5 ft. 11 nozzles and cylinders	•	4322360	\$20,298	\$27,065
Advanced Control Boom with Capstan Sharp Shooter 20.0 ft. 12 nozzles and cylinders	•	4322361	\$21,013	\$28,017
Field Installed Accessories *Prices do not include labor	XD-G XD-G 2WD 4WD	Part Number	Distributor Price	Suggested Retail Price
CABS, CANOPIES, & ROPS				
4 - post ROPS Canopy for 4 Post ROPS not compatible with windshield <i>Requires 4-post ROPS</i>	• •	4329826 4331487	\$641	\$855
Cab includes windshield, wiper & rear window <u>Requires 4-post ROPS</u>	• •	4316688	\$667 \$3,903	\$889 \$5,204
Doors - left and right doors with sliding glass window	• •	4341480	\$3,895	\$5,194
Cab Heater and Defroster	• •	4325731	\$1,304	\$1,739
ACC, TRUCK FRONT WINDOW	• •	4341482	\$1,357	\$1,809
ACC, TRUCK REAR WINDOW  OTHER ENHANCEMENTS	• •	4341484	\$738	\$984
Work Lights	• •	4300887	\$799	\$1,066
Turn signals	• •	4338587	\$263	\$350
Mirrors, outside (left and right) Fits 4 Post ROPS or Cab	• •	4348346	\$294	\$392
Brush guard 5th gear lockout	• •	4347246 4344486	\$466 \$79	\$622 \$105
Alarm, back-up kit, variable pitch	• •	4336726	\$239	\$318
Bulk Storage area	• •	4311776	\$237	\$316
Seat, premium (operator or passenger)	• •	4338686	\$539	\$719
Water Fill Meter Kit - Liters Water Fill Meter Kit - Gallon	• •	4323447 4320593	\$418	\$557 \$557
Foam Marking System	• •	4322369	\$418 \$1,512	\$2,015
Bulk Storage area	• •	4311776	\$237	\$316
Clean Load chemical eduction system	• •	4319791	\$2,007	\$2,676
Hose Reel Kit - Manual (Serial number 700072 - Current)	• •	4394566	\$1,355	\$1,807
Hose Reel Kit - Electric (Serial number 700072 - Current)  Hose Reel Kit - Manual - used for serial range 1650 - 700071	• •	4394567 4322126	\$2,179 \$1,355	\$2,905 \$1,807
Hose Reel Kit - Handar - used for serial range 1650 - 700071	• •	433526	\$2,179	\$2,905
HOSE, 50 ft' by 5/8" ID	• •	4323488	\$226	\$301
HOSE, 100 ft. by 5/8" ID	• •	4323487	\$409	\$545
HOSE, 200 ft. by 5/8" ID	• •	4323489	\$682	\$909 #E8E
Spray Gun Boom shield (18.5' booms compatible only)	• •	4323628 4323449	\$438 \$1,350	\$585 \$1,800
Tank Rinse Kit	• •	4320588	\$353	\$471

Tank Rinse Kit

Tank Wash System

\$353

\$1,173

\$471

\$1,564

4320588

4322149



# PRODUCT GUIDE

PROVEN | POWERFUL | PROTECTIVE







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# ECLIPSE 2 HYBRID ELECTRIC HYBRID WALK-BEHIND REEL MOWER





- · TOURNAMENT LEVEL-OF-CUT
- ELECTRONIC CONTROLLED FREQUENCY OF CLIP
- HONDA® POWERED ELECTRIC GENERATOR
- · INCOMMAND™ OPERATOR CONTROLS

A century's experience comes together to give you the Eclipse 2 electric hybrid walk behind reel mower. Jake's Signature Cut Trusted by Generations is guaranteed with programmable settings that give you control to deliver consistency with every use, and greens that look and play how you want them.

The Eclipse 2 also features the Patented Jake true-floating head, a Honda® Powered Electric Generator and InCommand™ Operator Controls. The Eclipse 2 will ensure consistency to deliver fine sports turf surfaces.

OR 22" (45.7CM OR 55.9CM)

FUEL CAPACITY 0.66<sub>GAL</sub> 0.438" (1.57MM - 11.13MM)

BLADES PER REEL 11





SINCERELY







### **ECLIPSE 2 HYBRID**

### ELECTRIC HYBRID WALK-BEHIND REEL MOWER







Superior aftercut appearance



Electronic frequency of clip setting



Grass catcher as standard

REELS & BLADES	
BLADE MATERIAL	Hardened, high manganese carbon steel
REEL SPEED	Electronically controlled, 2200 RPM maximum
FREQUENCY OF CLIP	Programmable electronically controlled Frequency of Clip based on actual machine speed
TRACTION, BRAKES & SPEED	
MOWER DRIVE SYSTEM	Honda® GX-120 gas engine driving a 48v brushless generator
TRACTION DRIVE	7.75" (19.68cm) diameter machine smoothed aluminum drum driven via a brushless DC motor and synchronous belt
OPERATOR PRESENCE CONTROL	Standard InCommand™ operator controls (Traction and Reel) with integrated Operator Presence Control
DIFFERENTIAL	Full automotive type, housed in traction drum
TRACTION DRUM	7.75" (19.68cm) diameter smooth machined aluminum
BRAKES	Lever actuated hub brake with parking lock
TRANSPORT WHEELS	2 x Pneumatic 11" x 4" (27.94cm x 10cm)
MOWING SPEED	Electronically controlled and programable 0-3.8 mph (6.12 km/h) max
WEIGHTS & DIMENSIONS	
WEIGHT	18": 213lb (97kg), 22": 229lb (104kg), 18" floating head: 248lb (113kg), 22" floating head: 252lb (114kg) (all weights are with catcher, grooved steel roller and kickstand)
SOUND LEVEL	
MOWER SOUND LEVEL	88 dBA
WARRANTY	
MOWER WARRANTY	2 Years

### ROLLERS

- $\blacksquare$  22" (55.9 cm) Grooved segmented machined aluminum roller 2%" (5.7cm) dia.
- 22" (55.9 cm) Hollow tube steel roller with scraper (light duty) 2" (5.1cm) dia.
- 22" (55.9 cm) Solid tube steel roller with scraper (heavy duty) 2" (5.1cm) dia.
- $\blacksquare$  22" (55.9 cm) Grooved machined steel roller  $2\frac{3}{16}$ " (5.6cm) dia.
- 22" (55.9 cm) Grooved machined steet Fotter 22% (5.6cm) dia.



- Turf Groomer: 22" (55.9cm) width and 0.25" (6.3mm)
- Verticut Unit
- lacksquare Bi-directional groomer / Brush
- LED light kit
- Mower Caddy Trailer
- Push Brush Attachement



# PGM22 **LIGHTWEIGHT WALK-BEHIND REEL MOWER**





- · PROFESSIONAL LEVEL-OF-CUT
- HONDA® ENGINE
- INCOMMAND™ OPERATOR CONTROLS

The PGM22 Inch will be sure to give you Jake's Signature Cut, Trusted by Generations. This user-friendly machine is a lightweight, walk-behind reel mower, which is simple to set up and operate.

The PGM22 gives you a professional level-of-cut and the dependability you need, fitted with a reliable Honda® engine. Combined with InCommand™ operator controls, it will work to produce greens and fine turf surfaces you're proud of everyday. Robust engineering and simple maintenance make the PGM22 a sports mower you can rely on.

- \* Engine power is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.
- \*\* Height of cut depends on turf condition, reel wear and bedknife installed.

FUEL CAPACITY

**0.66** GAL

0.062" -0.438" (1.6MM - 11.11MM)

**MOWER** 

BLADES PER REEL 11 **OR** 15













# PGM22

### LIGHTWEIGHT WALK-BEHIND REEL MOWER







Proven quality of cut



Ease of Maintenance



InCommand<sup>™</sup> control system

REELS & BLADES	
BLADE MATERIAL	Hardened, high manganese carbon steel
REEL SPEED	Dependent on Engine RPM and 2.25:1 reel reduction ration
REEL BEARINGS	Spring-loaded, tapered roller
REEL DIAMETER	5" (127 mm)
FREQUENCY OF CLIP	15 blade: .150" (5.2 mm)
SIDE FRAME MATERIAL	Cast-aluminum alloy
TRACTION, BRAKES & SPEED	
MOWER DRIVE SYSTEM	Centrifugal. Drive Clutch
TRACTION DRIVE	Chain Drive
TRACTION REDUCTION RATIO	24:1
OPERATOR PRESENCE CONTROL	Standard InCommand™ operator controls (Traction and Reel) with integrated Operator Presence Control
DIFFERENTIAL	Full automotive type, housed in traction drum
TRACTION DRUM	7.75" (19.68cm) diameter smooth machined aluminum
BRAKES	Lever actuated hub brake with parking lock
TRANSPORT WHEELS	2 x Pneumatic 11" x 4" (27.94cm x 10cm)
MAXIMUM TORQUE	5.4 ft. lbs (7.5Nm)
MOWING SPEED	Dependent on Engine RPM 3.2mph (5.14km/h) max
WEIGHTS & DIMENSIONS	
WEIGHT	11 blade reel: 184lb (83.4kg), 15 blade reel: 194lb (88kg) (with Catcher, grooved steel roller and kickstand)
SOUND LEVEL	
MOWER SOUND LEVEL	95 dBA
WARRANTY	
MOWER WARRANTY	2 Years
ACCESSORIES	

■ Front rollers ■ Verticutters

- Turf groomers for three-dimensional mowing
- LED light kit

- Mower caddy
- Full line of accessories



# ECLIPSE 360 ELITE

LITHIUM RIDE-ON REEL MOWER





- · JAKE'S GREATEST CUTTING AND RUN RANGE
- · ELITE™ LITHIUM BATTERY
- · BUILT ON EXPERIENCE
- UNIQUE SWING OUT CENTER CUTTING UNIT FOR EASE OF

The Eclipse® 360 ELiTE™ Fully Electric Riding Greens Mower cuts more than grass. Fuel cost, noise and maintenance downtime are all reduced by a mower with advanced precision technology, that gives you Jake's trusted signature cut.

The latest ELiTE™ Lithium-Ion battery and a hydraulic-free design makes the Eclipse 360 electric reel mower the greenest, quietest and highest quality Jake cut available for your golf course or fine sports turf.

**GOLF GREENS** 

(+1.1 HECTARES)

**BATTERY** 

0.062" 0.438" (1.6MM - 11.1MM)

7, 9, 11 ÓR 15













ECLIPSE 360 ∈LiT∈

Jake's Signature 22" (55.9cm) 7, 9, 11 & 15 blade reels or

optional 22" (55.9cm) Verticut







Easy access swing-out centre cutting unit



ELITE™ lithium battery & on-board high frequency 18 amp, 48V DC output, 85 - 265V AC 45 - 65 Hz input



Programmable frequency of clip

REELS & BLADES		
NUMBER AND SIZE	3 x 22" (55.88cm) reels; 5" (12.7cm) diameter	
CUTTING WIDTH	62" (1.6m)	
BLADE MATERIAL	Hardened, high manganese carbon steel	
CUTTING UNIT LIFT	New long life linear actuator	
CUTTING FREQUENCY	0.036" - 0.250" (0.91 mm - 6.35 mm) with 15 blade reel, electronically adjustable	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Front / 2WD - AC; 4.4HP (3.3kW) continuous (Optional 3WD - PM; 3.2HP (2.4kW))	
REEL DRIVE	One brushless DC motor per reel; 1.3HP (0.97kW) continuous	
HYDRAULIC SYSTEM	No hydraulic oil	
SERVICE BRAKES	Dynamic regenerative braking system	
PARKING BRAKES	Automatic electro-magnetic multi-plate	
STEERING	Variable ratio Drive-by-wire steering with feedback control	
MOWING SPEED	0 - 5.0mph (0 - 8.9km/h); electronically adjustable max speed	
TRANSPORT SPEED	0 - 9.0mph (0 - 14.5km/h); electronically adjustable max speed	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	1,598lb (725kg) with groomers, rear roller brushes, grass boxes and 15 blade reels charger and aluminum front rollers	
LENGTH	101" (2.56m) with catchers	
OVERALL HEIGHT (including ROPS)	79.3" (2.01m)	
WHEELBASE	52" (1.32m)	
TRANSPORT/WORKING WIDTH	67.7" (1.72m)	
WARRANTY		
MOWER WARRANTY	2 Years	

### **ACCESSORIES**

- Turf Groomer: 22" (55.9 cm) width and 0.25" (6.3mm) or 0.50" (12.7mm) spacing
- Spike

parking brake

New linear actuators with

exceptionally long life

- Powered rear roller cleaning brush
- High cut kit 15/16" 2.4 cm when used with 2 3/16") roller
- Premium seat grammar seat in grey vinyl with suspension base, adjustable brackets
- ROPS mounted LED light kit
- Dew whip holder
- Canopy / sunshade kit adjustable
- Tow bar
- Traction tire assembly 18 x 9.5 x 8 (wheel and tire)
- Turf brushing groomer
- Bi-directional groomers and brushes 3WD kit

### **ROLLERS**

- 22" (55.9 cm) Grooved assembly steel disk roller 2" (5.1 cm) dia.
- 22" (55.9 cm) Grooved segmented machined aluminum roller 2¼" (5.7 cm) dia.
- 22" (55.9 cm) Solid tube steel roller with scraper (light duty) 2" (5.1 cm) dia.
- 22" (55.9 cm) Solid tube steel roller with scraper (heavy duty) 2" (5.1 cm) dia.
- 22" (55.9 cm) Grooved machined steel roller 2¾<sub>6</sub>" (5.6 cm) dia.
- 22" (55.9 cm) Grooved machined aluminum roller 2%" (5.6 cm) dia.

# **ECLIPSE 360 HYBRID**

**DIESEL/GAS ELECTRIC HYBRID REEL MOWER** 





- · JAKE'S TRUSTED HYBRID REEL MOWER
- GREATEST REEL SELECTION, CONFIGURED FOR FINE SPORTS TURF
- · AUTOMATIC HILL HOLD PARKING BRAKE
- · UNIQUE SWING OUT CENTER CUTTING UNIT FOR EASE OF SERVICE

The Eclipse 360 Hybrid cuts more than grass. With this diesel or gas electric hybrid reel mower, fuel consumption, noise and maintenance downtime are all reduced. The Eclipse 360 Hybrid is Jake's trusted hybrid reel mower, ensuring the highest quality cut available on your golf course or sports field.

CAPACITY 5 (19L)

0.062" <u>-</u> **0.438**" (1.6MM - 11.1MM)

APPROX RUN TIME GAS 10 HRS DIESEL 15 HRS

**BLADES** 7, 9, 11





SINCERELY







**ECLIPSE 360 HYBRID** 









Automatic Hill Hold Parking Brake



Programmable frequency of cut

linear actuator

REELS & BLADES		
NUMBER AND SIZE	3 x 22" (55.88cm) reels; 5" (12.7cm) diameter	
BLADE MATERIAL	Hardened, high man	ganese carbon steel
CUTTING UNIT LIFT	New Long Life	linear actuator
CUTTING FREQUENCY	0.036" - 0.250" (0.91 mm - 6.35 mm) with	n 15 blade reel, electronically adjustable
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Front / 2WD - AC; 4.4HP (3.3kW) continu	ous (Optional 3WD – PM; 3.2HP (2.4kW))
REEL DRIVE	One brushless DC motor per re	eel; 1.3HP (0.97kW) continuous
HYDRAULIC SYSTEM	No hydr	aulic oil
SERVICE BRAKES	Dynamic regenerat	ive braking system
PARKING BRAKES	Automatic electro-n	nagnetic multi-plate
STEERING	Variable ratio Drive-by-wire s	teering with feedback control
MOWING SPEED	0 - 5.0mph (0 - 8.9kph); electronically adjustable max speed	
TRANSPORT SPEED	0 - 9.0mph (0 - 14.5kph); electronically adjustable max speed	
WEIGHTS & DIMENSIONS	HYBRID GASOLINE HYBRID DIESEL	
WEIGHT (excluding fuel)	1322lbs (599kg) with all fluids	1362lbs (618kg) with all fluids
LENGTH	101" (2.56m)	with catchers
OVERALL HEIGHT (including ROPS)	79.3" (2.01m)	
WHEELBASE	52" (1.32m)	
TRANSPORT WIDTH	67.7" (1.72m)	
WORKING WIDTH	67.7" (1.72m)	
WARRANTY		
MOWER WARRANTY	2 Ye	ears

### **ROLLERS**

22" (55.9cm) Verticut 7.5" (19mm) reel

- 22" (55.9 cm) Grooved assembly steel disk roller 2" (5.1 cm) dia.
- 22" (55.9 cm) Grooved segmented machined aluminum roller 2½" (5.7 cm) dia.
- 22" (55.9 cm) Solid tube steel roller with scraper (light duty) 2" (5.1 cm) dia.
- 22" (55.9 cm) Solid tube steel roller with scraper (heavy duty) 2" (5.1 cm) dia.
- 22" (55.9 cm) Grooved machined steel roller 2¾6" (5.6 cm) dia.
- 22" (55.9 cm) Grooved machined aluminum roller 2¾," (5.6 cm) dia.



- Turf Groomer: 22" (55.9 cm) width and 0.25" (6.3mm) or 0.50" (12.7mm) spacing
- Spiker
- Powered rear roller cleaning brush
- High cut kit 15/16" 2.4 cm when used with 2 3/16") roller
- Premium seat grammar seat in grey vinyl with suspension base, adjustable brackets
- ROPS mounted LED light kit
- Dew whip holder
- Canopy / sunshade kit adjustable
- Tow bar
- Traction tire assembly 18 x 9.5 x 8 (wheel and tire)
- Turf brushing groomer
- Bi-directional groomers and brushes 3WD kit



# **GP400 DIESEL VERSATILE RIDE-ON REEL MOWER**





- TIGHT FREQUENCY OF CLIP USING JAKE'S 15 BLADE REEL
- TRUSTWORTHY べっちった ENGINE
- REELS CONFIGURED FOR FINE
- UNIQUE SWING OUT CENTER CUTTING UNIT FOR EASE OF SERVICE

The GP400 Diesel is a versatile ride-on reel mower. With the tightest frequency of clip, using Jake's 15 blade reel, along with a trustworthy Kubota® engine, everything has been designed to assist you. The GP400 offers our greatest reel section, configured for fine sports turf. A swing-out center unit and easy maintenance get the mower on the golf course quickly.

Adjustable Reel Drop and Adjustable Reel Sequence along with simple operation and ergonomically designed controls keep you there until the work is done.

0.062" <u>-</u> **0.438**" (1.6MM - 11.1MM)

**BLADES** 7, 9, 11



















Reels configured for fine sports turf



Unique swing out center cutting unit for ease of service



Trustworthy Kubota® engine

REELS & BLADES		
NUMBER AND SIZE	3 x 22" (55.88cm) reels; 5" (12.7cm) diameter	
BLADE MATERIAL	Hardened high carbon steel	
CUTTING UNIT LIFT	Hydraulic double action cylinders; parallel link head leveling system	
CUTTING FREQUENCY	7 Blade: 0.079"/mph (1.24mm/km/h), 15 Blade: 0.037"/mph (0.58mm/km/h)	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Hydraulic motor on each drive wheel, optional 3WD	
REEL DRIVE	Gear-type hydraulic motor; backlap control valve standard	
HYDRAULIC SYSTEM	6.8gal. (25.7 L) capacity; 10 micron, full- Flow Filtration; biodegradable hydraulic fluid; oil cooler standard	
SERVICE BRAKES	Hydrostatic braking	
PARKING BRAKES	6" (152mm) caliper disc, hand operated	
STEERING	Power Steering	
MOWING SPEED	3.7mph (6km/h)	
TRANSPORT SPEED	0 - 7.5mph (0 - 12km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	1388 - 1746lb (630 - 792kg)	
LENGTH	83" (2.12m)	
OVERALL HEIGHT (including ROPS)	67.7" (1.72m)	
WHEELBASE	51.2" (1.30m)	
TRANSPORT WIDTH	74.5" (1.89m)	
WORKING WIDTH	74.5" (1.89m)	
WARRANTY		
MOWER WARRANTY	2 Years	

- 55.9cm (22") Front rollers ranging from 5.1cm (2") to 5.7cm (2%) solid tube steel, grooved assembled or machined aluminum or steel
- Grass catcher kit (new Eclipse style)
- Turf Groomer®

- Quick roll greens roller (set of 3)
- Spiker attachment w/ frame assembly
- 22" (55.9cm) front roller fine bristle brush
- Powered rear roller brush for 12.7 x 55.9cm (5" x 22") cutting unit
- High cut kit 2.4cm (11%,1") when used with .5cm (23%,1") roller
- GP400 3WD kit
- Automatic mow speed selection kit

# **GP400 GAS VERSATILE RIDE-ON REEL MOWER**





- TIGHT FREQUENCY OF CLIP USING JAKE'S 15 BLADE REEL
- WIDE RANGE OF REELS AND ACCESSORIES TO MEET ANY FINE TURF APPLICATION
- UNIQUE SWING OUT CENTER CUTTING UNIT FOR EASE OF

Designed to assist you, the GP400 Gas is a versatile ride-on reel mower. With tight frequency of clip, using Jake's 15 blade reels, it also combines with our greatest reel section, configured for fine sports turf.

The GP400 has a swing-out center reel and easy maintenance, to get the mower on the golf course quickly. Adjustable Reel Drop and Adjustable Reel Sequence along with simple operation and ergonomically designed controls keep you there until the work is done.

**FUEL/BATTERY** 

0.062" <u>-</u> 0.438" (1.6MM - 11.1MM)

**MOWER BRIGGS & STRATTON 7** HP (13.2KW) OOLED V TWIN

**BLADES** 7, 9, 11





SINCERELY













Tight frequency of clip using Jake's 15 blade reel



Clear and easy to use controls



Unique swing out center cutting unit

REELS & BLADES		
NUMBER AND SIZE	3 x 22" (55.88cm) reels; 5" (127mm) diameter	
BLADE MATERIAL	Hardened high carbon steel	
CUTTING UNIT LIFT	Hydraulic double action cylinders; parallel link head leveling system	
CUTTING FREQUENCY	7 Blade: 0.079"/mph (1.24mm/kph), 15 Blade: 0.037"/mph (0.58mm/kph)	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Hydraulic motor on each drive wheel, optional 3WD	
REEL DRIVE	Gear-type hydraulic motor; backlap control valve standard	
HYDRAULIC SYSTEM	6.8 gal. (25.7L) capacity; 10 micron, full- Flow Filtration; biodegradable hydraulic fluid; oil cooler standard	
SERVICE BRAKES	Hydrostatic braking	
PARKING BRAKES	6" (152mm) caliper disc, hand operated	
STEERING	Power Steering	
MOWING SPEED	3.7mph (6kph)	
TRANSPORT SPEED	0 - 7.5mph (0 - 12kph)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	1235 - 1578lb (560 - 716.3kg)	
LENGTH (less catchers)	83" (2.12m)	
OVERALL HEIGHT (including ROPS)	67.7" (1.72m)	
WHEELBASE	51.2" (1.30m)	
TRANSPORT WIDTH	74.5" (1.89m)	
WORKING WIDTH	74.5" (1.89m)	
WARRANTY		
MOWER WARRANTY	2 Years	

- 55.9cm (22") Front rollers ranging from 5.1cm (2") to 5.7cm (2%) solid tube steel, grooved assembled or machined aluminum or steel
- Grass catcher kit (new Eclipse style)
- Turf Groomer®

- Quick roll greens roller (set of 3)
- Spiker attachment w/ frame assembly
- 22" (55.9cm) front roller fine bristle brush
- Powered rear roller brush for 12.7 x 55.9cm (5" x 22") cutting unit
- High cut kit 2.4cm (15/16") when used with .5cm (25/16") roller
- GP400 3WD kit
- Automatic mow speed selection kit

# GREENS KING® IV PLUS DIESEL/GAS GREENS REEL MOWER





- · POWER STEERING
- · WALK-THROUGH OPERATOR **STATION**
- FREE-FLOATING, STEERABLE CUTTING HEADS MOVE INDEPENDENTLY
- · ON-BOARD BACKLAPPING

Light, trusted, proven around the world, the Greens King is a reel mower for golf greens. Simple to operate, and easy to maintain, delivering Jake's Signature Cut, Trusted by Generations. Used where quality, reliability and simplicity are paramount.

FUEL CAPACITY 8 (31L)

0.062" 0.438" (1.6MM - 11.1MM)

**MOWER** 18HP (13.4KW) 17.7HP (13.2KW)

BLADES PER REEL **OR 11** 





SINCERELY















Walk through operator station



Power steering



On-board backlapping

REELS AND BLADES	
NUMBER AND SIZE	3 x 22" (56cm) reels; 5" (12.7cm) diameter
BLADE MATERIAL	Hardened, high manganese carbon steel
CUTTING UNIT LIFT	Hydraulic lift
CUTTING FREQUENCY	0.053"/mph (0.836mm/kph) with 11 blade reels. 0.035"/mph (0.889mm/kph) with 5 blade reels
TRACTION, BRAKES & SPEED	
TRACTION DRIVE	Hydraulic motor on each drive wheel
REEL DRIVE	Gear-type hydraulic motor; backlap control valve standard
HYDRAULIC SYSTEM	Hydraulic double action cylinders; 5 gal. (18.9L) capacity; 20-micron, full flow filtration; biodegradable fluid
SERVICE BRAKES	Dynamic braking through the hydraulic system
PARKING BRAKES	Internal expanding, hand operated
STEERING	Power Steering
MOWING SPEED	3.7mph (6km/h)
REVERSE SPEED	6.6mph (10.6km/h)
WEIGHTS & DIMENSIONS	
WEIGHT (excluding fuel)	Gas 1073lbs (486.7kg), Diesel 1174lbs (532.5kg)
LENGTH (less catchers)	87.5" (2.22m)
OVERALL HEIGHT (ROPS up)	78" (1.98m)
WHEELBASE	51.5" (1.34m)
TRANSPORT WIDTH	50.5" (1.27m)
WORKING WIDTH	70" (1.78m)

- Vertical mowers
- Spikers
- Greens rollers
- Turf Groomers® for 3D mowing Brushes



# **TR330** HIGH TRACTION SIDE SHIFTING TRIM MOWER





- ADAPTISHIFT™ SIDE SHIFTS REELS AT YOUR COMMAND
- TRUSTWORTHY べりかかる ENGINE
- ZERO MAINTENANCE WET **PARKING BRAKES**
- 3WD TRACTION SYSTEM

The TR330 high traction, side shifting trim mower is always consistent and dependable, with ADAPTISHIFT™ Reels at your command.

The TR330 is fitted with a trustworthy clean, green engine and has the narrowest width for easy transport and storage. This mower brings together comfort, manoeuvrability, cut quality and power, to make sure you can safely reach every blade of grass.

**72"** (1.83M) OR 84" (2.13M) featuring ADAPTISHIFT™ with up to 12" (30.5cm) of offset

2.75" (9.5MM - 69.8MM)

(1.83 - 2.13HA) / HR (1.83 - 2.13M X 10KM / HR)

CAPACITY 6<sub>GAL</sub> **MOWER KUBOTA®** 

BLADES PER REEL 5,7 OR 11





SINCERELY







### **TR330**







Adaptishift™ side shifts reels at your command



Trustworthy, powerful engine



Contour following articulated reels

REELS & BLADES		
NUMBER AND SIZE	3 x 26" (0.66m) or 30" (0.76m) reels; 7" (178mm) diameter	
BLADE MATERIAL	Hardened, high manganese carbon steel	
CUTTING UNIT LIFT	Armrest mounted joystick	
CUTTING FREQUENCY		
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Parallel-series "on demand" 3WD	
REEL DRIVE	Fixed displacement hydraulic	
HYDRAULIC SYSTEM	8.7 gal. (33L) capacity, full flow filtration (10 micron filter); GreensCare biodegradable oil	
SERVICE BRAKES	Dynamic braking through hydrostatic drive	
PARKING BRAKES	Service-free electronic wet disc	
STEERING	Hydraulic power steering with tilt wheel	
MOWING SPEED	6.2mph (10km/h)	
TRANSPORT SPEED	8.7mph (14km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	1664 - 2299lb (755 - 1043kg)	
LENGTH	97" (2.46m)	
OVERALL HEIGHT (including ROPS)	80" (2.04m)	
WHEELBASE	43.5" (1.36m)	
TRANSPORT WIDTH	83" (2.11m)	
WORKING WIDTH	83" (2.11m)	
WARRANTY		
MOWER WARRANTY	2 Years	

- Slick tires
- Verticuting reels ■ Grass baskets

- Light kit■ Backlap kit

- Canopy■ Weight transfer kit

# **TR320 HIGH TRACTION CONTOUR TRIM MOWER**





- CONTOUR FOLLOWING ARTICULATED REELS
- · TRUSTWORTHY Kubota ENGINE
- · JAKE'S NARROWEST TRANSPORT AND STORAGE WIDTH
- **ZERO MAINTENANCE WET**

Introducing the TR320, a high traction contour trim mower offering you the perfect balance of comfort, cut quality and power. The highly manoeuvrable TR320 has contour following articulated reels with a trustworthy Kubota® engine, built to deliver the highest performance on the sports field or golf course, no matter the weather.

Designed to be transported and stored easily, with a narrow width, combined with zero-maintenance brakes, it has truly been designed with the user in mind. Regardless if your football, soccer, baseball, or fine sports turf is wet or dry and on flat or sloped terrain, you will always get Jake's Signature Cut Trusted by Generations.

FUEL CAPACITY

6<sub>GAL</sub>

2.75" (9.5MM - 69.8MM)

**MOWER** 

(1.83 - 2.13HA) / HR (1.83 - 2.13M X 10KM / HR)

> BLADES PER REEL **OR 11**





SINCERELY













Jake's narrowest transport and storage width



Contour following articulated reels



Trustworthy Kubota® Engine

REELS & BLADES	
NUMBER AND SIZE	3 x 26" (0.66m) or 30" (0.76m) reels; 7" (178mm) diameter
BLADE MATERIAL	Hardened, high manganese carbon steel
CUTTING UNIT LIFT	Switch operated
TRACTION, BRAKES & SPEED	
TRACTION DRIVE	Parallel-series "on demand" 3WD
REEL DRIVE	Fixed displacement hydraulic
HYDRAULIC SYSTEM	8.7 gal. (33L) capacity, full flow filtration (10 micron filter); GreensCare biodegradable oil
SERVICE BRAKES	Dynamic braking through hydrostatic drive
PARKING BRAKES	Service-free electronic wet disc
STEERING	Hydraulic power steering with tilt wheel
MOWING SPEED	6.2mph (10km/h)
TRANSPORT SPEED	8.7mph (14km/h)
WEIGHTS & DIMENSIONS	
WEIGHT (excluding fuel)	1647 - 2281lb (747 - 1035kg)
LENGTH	97" (2.46m)
OVERALL HEIGHT (including ROPS)	80" (2.04m)
WHEELBASE	43.5" (1.36m)
TRANSPORT WIDTH	65.5" (1.66m)
WORKING WIDTH	83" (2.11m)
WARRANTY	
MOWER WARRANTY	2 Years

- Slick tires
- Verticuting reels
- Grass baskets■ Light kit
- Backlap kit
- Canopy
- Weight transfer kit

# **AR331 SIDE SHIFTING CONTOUR ROTARY MOWER**





- ADAPTISHIFT™ CONTOURING TRUEDECK™ CUTTING UNITS
- TRUSTWORTHY べいりっしっ ENGINE
- · ZERO MAINTENANCE WET **PARKING BRAKES**

Cut around any obstacle, with the AR331 side shifting contour rotary mower. ADAPTISHIFT™ Contouring technology and TRUEDECK™ Cutting Units offers your precise contour following on the turf.

Fitted with a Trustworthy Kubota® Engine and Zero maintenance parking brakes, it make routine maintenance simple, giving you more time to spend on the turf.

FUEL CAPACITY **6**GAL (28.7L) (19MM - 88MM)

**MOWER KUBOTA®** 

TRANSPORT SPEED





SINCERELY













ADAPTISHIFT™ side shifts decks at your command



3WD traction system



Jake's Signature cut

DECKS & CUTTING UNITS		
NUMBER AND SIZE	3 x 27" (68.58cm) TrueDeck rotary cutting units	
BLADE MATERIAL	Hardened, carbon steel alloy	
DECK LIFT & LOWER	Armrest mounted joystick	
WEIGHT TRANSFER	Adjustable hydraulic, electronically activated operator control	
DECK CONSTRUCTION	9-gauge, stamped modular deck construction	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Parallel-series "on demand" 3WD	
DECK DRIVE	Fixed displacement hydraulic	
HYDRAULIC SYSTEM	8.7 gal. (33L) capacity, full flow filtration (10 micron filter); GreensCare biodegradable oil.	
SERVICE BRAKES	Dynamic braking through hydrostatic drive	
PARKING BRAKES	Service-free electronic wet disc	
STEERING	Hydraulic power steering with tilt wheel	
MOWING SPEED	6.2mph (10km/h)	
REVERSE SPEED	3.7mph (6km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	2004lb (909kg)	
LENGTH (less catchers)	122" (3.10m)	
OVERALL HEIGHT (ROPS up)	82" (2.06mm)	
WHEELBASE	61" (1.54m)	
TRANSPORT WIDTH	77" (1.96m)	
WORKING WIDTH	77" (1.96m)	
WARRANTY		
MOWER WARRANTY	2 Years	

- Light kit Canopy ■ Slick tires ■ Mulching kit

# **AR321 CONTOUR ROTARY TRIM MOWER**





- QUICK ADJUSTMENT DECKS
- ・TRUSTWORTHY べっちっとっ ENGINE
- ZERO MAINTENANCE WET PARKING BRAKES

Jake's signature cut, trusted by generations is guaranteed with the AR321 contour rotary trim mower regardless of the terrain. The TRUEDECK™ Heavy-Duty Contouring Cutting Units will follow the contours of the golf course, giving it the after cut finish it deserves.

Fitted with a Trustworthy Kubota® Engine and Zero maintenance brakes, it make routine maintenance simple, giving you more time to spend on the turf.

(19MM - 88MM)

**6**GAL (28.7L)

**MOWER** 

TRANSPORT SPEED



















Trustworthy Kubota® engine



Jake's signature cut



Quick and easy deck adjustments

DECKS & CUTTING UNITS		
NUMBER AND SIZE	3 x 27" (68.58cm) TrueDeck rotary cutting units	
BLADE MATERIAL	Hardened, carbon steel alloy	
DECK LIFT & LOWER	Armrest mounted switch	
WEIGHT TRANSFER	Adjustable hydraulic, electronically activated operator control	
DECK CONSTRUCTION	9-gauge, stamped modular deck construction	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Parallel-series "on demand" 3WD	
DECK DRIVE	Fixed displacement hydraulic	
HYDRAULIC SYSTEM	8.7 gal. (33L) capacity, full flow filtration (10 micron filter); GreensCare biodegradable oil.	
SERVICE BRAKES	Dynamic braking through hydrostatic drive	
PARKING BRAKES	Service-free electronic wet disc	
STEERING	Hydraulic power steering with tilt wheel	
MOWING SPEED	6.2mph (10km/h)	
REVERSE SPEED	3.7mph (6km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	1986lb (901kg)	
LENGTH (less catchers)	122" (3.10m)	
OVERALL HEIGHT (ROPS up)	82" (2.06m)	
WHEELBASE	61" (1.54m)	
TRANSPORT WIDTH	77" (1.96m)	
WORKING WIDTH	77" (1.96m)	
WARRANTY		
MOWER WARRANTY	2 Years	
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#### ACCESSORIES

■ Light kit ■ Slick tires
■ Canopy ■ Mulching kit

## **SLF530 SUPER LIGHTWEIGHT REEL MOWER**





- · JAKE'S SIGNATURE CUT
- · LESS GROUND PRESSURE THAN A GOLFER'S FOOT
- PERFECTLY DESIGNED FOR UNDULATING TURF

The SLF530 is a super lightweight reel mower, that will get the job done. This highly manoeuvrable mower delivers unrivalled quality of cut. Designed with versatility and application flexibility in mind, the SLF530 is packed full of standard features, including a high resolution, full color screen, which puts advanced onboard diagnostics at your fingertips.

With Jacobsen's signature cut, a trustworthy Kubota® engine and the industry's lightest footprint, the SLF530 is the perfect choice for golf and sports fields where appearance is paramount.

0.30" -**0.70"** (7.62MM - 177.78MM) (2.63HA) / HR NO OVERLAPS/STOPS

CUTTING 5X5"(12.7CM) DIAMETER X18 REELS

ENCINE **KUBOTA**® (18.5KW) DIESEL





SINCERELY













Easily adjustable mow and transport speeds



Comfortable to operate



Industry's only 3WD or 4WD machine in its class

REELS AND BLADES		
NUMBER AND SIZE	8 or 11 Blade Fairway reel (greens reel cylinders can be installed for custom applications)	
BLADE MATERIAL	Hardened, high manganese carbon steel	
CUTTING UNIT LIFT	Hand operated, joystick controlled hydraulic lift system, one-touch lift/lower control for all reels	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	3WD: Parallel series 3-wheel drive, 2-wheel drive in reverse. 4WD: Pure Parallel 4-wheel system with selectable 2 or 4-wheel drive and automatic 2-wheel drive in reverse.	
REEL DRIVE	Fixed displacement hydraulic motors	
HYDRAULIC SYSTEM	10 micron remote charge filtration, suction screen at tank, oil cooler, side by side radiator	
SERVICE BRAKES	Hydrostatic braking	
PARKING BRAKES	Wet parking brakes integrated into wheel motors	
STEERING	Hydrostatic powered equal displacement cylinder to rear wheels	
MOWING SPEED	6.2mph (10km/h)	
REVERSE SPEED	3.7mph (6km/h)	
WEIGHTS & DIMENSIONS	3WD 4WD	
WEIGHT (excluding fuel)	1956lb (887.2kg) 2053 lb (931.2 kg)	
LENGTH (less catchers)	102" (2.59m)	
OVERALL HEIGHT (ROPS up)	83.2" (2.11m)	
WHEELBASE	61.3" (156cm) 62" (157cm)	
TRANSPORT WIDTH	96.7" (2.46m)	
WORKING WIDTH	82" (2.08m)	
WARRANTY		
MOWER WARRANTY	2 Years	

#### ACCESSORIES

- Bi-directional turf groomer / brush
- Grass boxes
- Verticutters

- Powered rear roller brushes
- High height of cut kit
- Canopy

- Inclinometer
- Foot rest
- Treaded tires



## LF570 / LF550

**HIGH PERFORMANCE RIDE-ON REEL MOWER** 





- PERFECT COMBINATION OF CUT QUALITY AND PERFORMANCE
- · OUTSTANDING CONTOUR **FOLLOWING**
- TRUSTWORTHY といかのでは、ENGINE

Mow with ease with the LF range of larger area, lightweight reel mowers. This high-performance ride-on mower range will give you a consistent cut on the fairway or the sports fields.

Outstanding speed and cutting controls combine with power and Jake's signature cut trusted by generations, to give you superb agility and the ultimate finish. The mowers also have outstanding fuel capacity, allowing you to work for longer, with a lighter touch.

CUTTING (12.7CM) OR (17.78CM)

**ERGONOMICS** PROGRAMMABLE SPEED CONTROL

CUTTING CAPACITY

UP TO BAC

**TRANSPORT** 



















Fully adjustable mow speed



Adaptive throttle system



SureTrac<sup>™</sup> 4WD traction System

REELS AND BLADES			
NUMBER AND SIZE	9 or 11 heavy section fairway blades		
BLADE MATERIAL	Hardened, hi	Hardened, high manganese carbon steel	
CUTTING UNIT LIFT	Hand operated, joystick controlled hydra	ulic lift system, o	ne-touch lift/lower control for all reels
TRACTION, BRAKES & SPEE	D		
TRACTION DRIVE		Variable displacement, electronically controlled hydrostatic drive; 4WD models: SureTrac™ parallel-cross-series traction system, four high-torque wheel motors, 2WD in reverse.	
REEL DRIVE	Fixed displacement hydraulic motors with FlashAttach o	quick disconnect	coupled reel motors. Standard on-board backlapping.
HYDRAULIC SYSTEM	14 gal. (53L) capacity; hydraulic tank oil level monitor and horn alarm; GreensCare biodegradable fluid; full-flow, 10-micron filter. Side- by-side radiator/hydraulic oil cooler.		
SERVICE BRAKES	Dynamic braking through traction system		
PARKING BRAKES	Semi-automatic, wet parking brakes integrated in front wheel motors		
STEERING	Rear wheel, hydrostatic powe	Rear wheel, hydrostatic power steering with tilt adjustable steering wheel	
MOWING SPEED	Selectab	le up to 11mph (19	km/h)
REVERSE SPEED	Selectable up to 5mph (8km/h)		
WEIGHTS & DIMENSIONS	2WD		4WD
WEIGHT (excluding fuel)	2wd 3221lbs (1461kg) 2wd 37.5HP (28kW) 3467lbs (1573kg)		4wd 3552lbs (1611kg) 4wd 50.2HP (37.43kW) 3798lbs (1723kg)
LENGTH (less catchers)		108" (2.74m)	
OVERALL HEIGHT (ROPS up)	88" (2.23m)		
WHEELBASE	58" (1.5m)		
TRANSPORT WIDTH	87" (2.2m)		
WORKING WIDTH	115" (2.92m)		
WARRANTY			
MOWER WARRANTY		2 Years	
CHARLES MANAGER AND USE TO			THE RESERVE THE PROPERTY OF LITTLE STATES

#### **ACCESSORIES**

Jake's Signature Cut

- 55.9cm (22") Front rollers ranging from 5.1cm (2") to 7.6cm (3") solid tube steel, grooved assembled or machined aluminum or steel
- Turf Groomer®

- Powered rear roller cleaning brush
- Canopy/Sunshade
- Grass Catcher
- High-cut kit

- Premium air suspension seat
- LED operator platform light kit
- lacksquare Hood locking latch (required for CE)
- Verticut reels

## F305 **POWERFUL WIDE AREA REEL MOWER**





- RELIABLE & PRODUCTIVE WITH A SUPERIOR FINISH
- DURABLE CUTTING UNITS FOR TOUGHEST CONDITIONS
- POWERFUL Kubota ENGINE

The F305 is a medium weight, four wheel drive, 5 unit fairway mower. This model gives reliable and unsurpassed productivity synonymous with the Jacobsen range. The F305 now benefits from revolutionized operator controls and a powerful yet clean Stage V 44HP Engine.

Four wheel drive comes as standard allowing for greater traction and a light touch on fine sports turf. Deluxe adjustable highback suspension seat gives increased operator comfort. The 26" (66cm) cutting units require no tools to adjust reels and can easily be set to discharge grass to the rear.

DRIVE HYDROSTATIC - SERVO CONTROLLED













### F305

fitted or for field fitting







Clear on board engine and service diagnostics



Removable engine bay side panels



Wide stance rear axle for excellent stability and aftercut appearance

■ Sun canopy

REELS AND BLADES		
CUTTING UNITS	26" (66.4cm) cylinder, 6.5" (16.5cm) diameter floating head cutting unit (5 required)	
NUMBER AND SIZE	7 or 11 blade cutting head units, 46 cuts per metre at 7.5mph (12km/h)	
ROLLERS	Front: Full width 3" (75mm) diameter grooved roller • Rear: Full width 3" (75mm) diameter plain roller	
ADJUSTMENT	Self-locking hand adjusters	
CUTTING UNIT LIFT	Wing units can be raised individually for transport	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	SureTrac <sup>™</sup> Traction System with full-time four wheel drive in forward and reverse, parallel cross series system for excellent grip and a light touch	
CUTTING UNIT DRIVE	Fixed displacement hydraulic motors directly coupled to cutting unit	
HYDRAULIC SYSTEM	8.31 gal (37.8L) capacity; Grade of oil to A.P.I. Classification CE/SF grades SAE 10W-30	
SERVICE BRAKES	Hydrostatic braking	
PARKING BRAKES	Zero-maintenance wet parking brakes	
STEERING	Hydrostatic power steering with adjustable tilt steering wheel	
MOWING SPEED	Selectable up to 7.5mph (12km/h)	
TRANSPORT SPEED	Selectable up to 8.7mph (14km/h)	
REVERSE SPEED	Selectable up to 4mph (6.4km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	3450lbs (1565Kg)	
WEIGHT TRANSFER	Hydraulically adjustable weight transfer to boost traction	
LENGTH	116" (2.95m)	
OVERALL HEIGHT	85" (2.15m)	
WHEELBASE	65" (1.65m)	
TRANSPORT WIDTH	99.2" (2.52m)	
WORKING WIDTH	130" (3.31m)	
WARRANTY		
MOWER WARRANTY	2 Years	
ACCESSORIES		

■ LED working light kit

## **F407 HIGH CAPACITY WIDE AREA REEL MOWER**





- HUGE PRODUCTIVITY WITH A HIGH QUALITY FINISH
- ROBUST CUTTING UNITS WITH A WIDE HEIGHT OF CUT RANGE
- ADAPTABLE AND INTUITIVE 5 OR 7 UNIT OPERATION
- POWERFUL Kubota ENGINE

The powerful but precise F407 comes with 26" (66cm) front and rear clipping discharge units. and benefits from an improved radiator pack and hood, optimised for increased airflow. The arm-rest mounted joystick control makes for simple and safe operation of all cutting unit lift and lower functions.

For ease of transport, the Jake wing cutting units can be raised individually to lift and lower over obstacles. A deluxe adjustable high-back suspension seat gives increased operator comfort. With 158" (4m) width of cut, the F407 delivers class-leading productivity, whilst adjustable weight transfer and Suretrac™ 4WD offers superior traction.

DRIVE

1.85" (12MM - 47MM)

MOWER











### F407

#### **HIGH CAPACITY WIDE AREA REEL MOWER**







Fingertip lift / lower cutting unit controls



Ergonomic operator station access



Easy access engine bay with removable side panels

REELS AND BLADES		
CUTTING UNITS	26" (66.5cm) reels, 6.5" (16.5cm) diameter floating head cutting unit with front and rear clipping discharge	
BLADE NUMBER AND SIZE	7 or 11 blade cutting units, 46/72 cuts per metre at 7.5mph (12km/h)	
ROLLERS	Front and rear height adjustable rollers. Front: Full width 3" (75mm) diameter grooved roller. Rear: Full width 3" (75mm) diameter plain roller	
HEIGHT OF CUT ADJUSTMENT	Self locking notched hand micro adjusters. Each notch giving 0.0015" (0.04 mm) of adjustment	
CUTTING UNIT LIFT	Wing units can be raised individually for transport or 5 unit operation	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	SureTrac™ parallel-cross-series traction system with variable displacement hydrostatic drive; four high-torque wheel motors, 4WD in reverse.	
CUTTING UNIT DRIVE	Fixed displacement hydraulic motors directly coupled to cutting unit	
HYDRAULIC SYSTEM	8.31 gal (37.8L) capacity; Grade of oil to A.P.I. Classification CE/SF grades SAE 10W-30	
SERVICE BRAKES	Hydrostatic braking	
PARKING BRAKES	Fail-safe electro-hydraulic wet brakes	
STEERING	Hydrostatic power steering with adjustable tilt steering wheel	
MOWING SPEED	Selectable up to 7.5mph (12km/h)	
TRANSPORT SPEED	Selectable up to 8.7mph (14km/h)	
REVERSE SPEED	Selectable up to 4mph (6.4km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	4149lbs (1882kg)	
WEIGHT TRANSFER	Variable weight transfer	
LENGTH	116" (2.95m)	
OVERALL HEIGHT (ROPS up)	84.6" (2.15m)	
WHEELBASE	87.7" (2.05 m)	
TRANSPORT WIDTH	129.5" (3.29m)	
WORKING WIDTH	169.7" (4.31m)	
WARRANTY		
MOWER WARRANTY	2 Years	

#### ACCESSORIES

- 26" (66cm) powered rear cleaning brush factory fitted or for field fitting
- Grass catchers
- Sun Canopy

- Air Suspension Seat
- Optional LED working lights

## **AR530 ARTICULATED CONTOUR ROTARY MOWER**





- TRUEDECK™ HEAVY-DUTY CONTOURING
- SUPERIOR AFTER-CUT APPEARANCE
- · QUICK AND EASY DECK **ÀDJUSTMENT**
- TRUSTWORTHY ליסלעא ENGINE

Redesigned from the ground up, the AR530 contour rotary mower is built to give you the best.

Designed with TRUEDECK™ heavy-duty contouring decks, with best in class clippings distribution and superior after-cut quality, it climbs hills and contours smoothly, eliminating the risk of scalping.

The AR530 offers quick and easy deck adjustments and a trustworthy Kubota® engine you can rely on.

TRANSPORT SPEED

CAPACITY













**AR530** 







Vertical lift on outside decks for maneuverability



50.2 HP (37.4 kW) diesel Kubota® engine



TRUEDECK<sup>™</sup> heavy-duty cutting decks

DECKS & CUTTING UNITS		
NUMBER AND SIZE	5 x TRUEDECK™ 23" (58.4cm) rotary cutting units. Equipped for rear-discharge chute and smooth rear roller. Mulching baffle, non-striping rear roller and rear roller scrapers available	
BLADE MATERIAL	5 x 22.4" (56.8cm) heat treated alloy combo blades	
DECK LIFT & LOWER	Hand operated, joystick controlled hydraulic lift system	
WEIGHT TRANSFER	Adjustable hydraulic weight transfer – automatic electronic activation at operator controls with mow switch. Selectable through control console	
DECK CONSTRUCTION	10-gauge, heavy duty modular deck construction	
TRACTION, BRAKES & SPE	ED	
TRACTION DRIVE	SureTrac II™ AWD, a unique parallel hydrostatic system, servo-controlled variable displacement hydro; four high-torque wheel motors; 2WD transport and reverse	
DECK DRIVE	Fixed displacement, self-lubricating with 1" (2.54cm) diameter shaft; double sealed bearings	
HYDRAULIC SYSTEM	10 gal. (37.9L) capacity; hydraulic tank oil level monitor and horn alarm; GreensCare biodegradable fluid; full-flow, 10-micron filter, 40 gpm. Side-by-side radiator/hydraulic oil cooler.	
SERVICE BRAKES	Dynamic through traction system	
PARKING BRAKES	No-Maintenance, Integrated Wet Parking Brake	
STEERING	Rear wheel, hydrostatic power steering with tilt adjustable steering wheel	
MOWING SPEED	7mph (11.3km/h)	
REVERSE SPEED	8.7mph (14km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT	3451lb. (1565kg) full fluids	
LENGTH	137.5" (3.49m)	
OVERALL HEIGHT (ROPS UP)	91.6" (232.6cm)	
WHEELBASE	63" (1.6m)	
TRANSPORT WIDTH	88.6" (2.25m)	
WORKING WIDTH	95.3" (2.42m)	
WARRANTY		
MOWER WARRANTY	2 Years	

#### **ACCESSORIES**

- 692771 Blade 23.14 Hi-lift
- 692774 Blade 23.14 combo
- 692775 Blade 23.14 mulch
- 68127 Canopy kit
- 677080 Kit quick release pin, 5 gang
- 677092 Kit mulching, 23"
- 677261 Kit quick release pin, 7 gang
- 686406 Kit hood latch lock
- 687204 Kit ROPS bracket
- 689563 Kit 23" cable scraper
- 698270 Roller service 76 x 567 grooved polymer
- 698272 Roller service 76 x 567 solid polymer
- 4394939 Acc, cargo net
- 10002064 Kit 23" grooved roller scraper
- 10013137 Kit deck bumper 23"

### **HR600 LARGE AREA ROTARY MOWER**





- LOW MAINTENANCE, DIRECT DRIVE HYDRAULIC DECKS
- TILT SENSOR TECHNOLOGY (TST) WARNS OF UNSAFE WORKING
- LOW WEIGHT FOR EFFICIENCY AND FUEL ECONOMY

The HR600 large area rotary mower lets you take Jake's power anywhere. It cuts roughs, surrounds, around obstacles on golf courses, parks and sports fields effortlessly in all conditions. Fitted with MARBAIN® Boron Alloy Steel Blades, it will give you a first-class finish everytime.

Tilt Sensor Technology, will also warn you of safe working angles. The HR600 is low weight for efficiency and fuel economy, combined with zero maintenance decks and unrivalled operator comfort, it will keep you mowing until the work is done.

TRANSPORT SPEED





SINCERELY









## **HR600**

ISO mounted operator platform

#### **LARGE AREA ROTARY MOWER**



Foldable ROPS as standard

wet parking brakes





Low maintenance, direct drive hydraulic decks

Trustworthy Kubota® engine & cooling reversing fan



DECKS & CUTTING UNITS		
NUMBER AND SIZE	1 x 60" (1.52m) front deck; 2 x 44" (1.12m) wing units	
BLADE MATERIAL	MARBAIN® boron alloy steel	
DECK LIFT & LOWER	Individual via fingertip operated joysticks	
WEIGHT TRANSFER	On demand electrically operated hydraulic weight transfer system	
DECK CONSTRUCTION	11 gauge (3mm) Strenx, high strength steel shell	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Hydrostatic closed loop parallel-cross-series SureTrac™ system	
DECK DRIVE	Seven individual hydraulic motors with self lubricating integral bearings	
HYDRAULIC SYSTEM	13.3 gal. (50.2L) reservoir with 10 micron remote charge filters and suction screening at tank. Oil cooler in side by side radiator.	
SERVICE BRAKES	Dynamic through hydrostatic traction system	
PARKING BRAKES	Automatic wet parking brakes integrated into wheel motors	
STEERING	Power Steering	
MOWING SPEED	10mph (16.4km/h)	
REVERSE SPEED	4mph (6.4km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	3900lbs (1769kg), 4356lbs (1976kg) with cab	
LENGTH (less catchers)	143" (3.62m) front deck down	
OVERALL HEIGHT (ROPS up)	83" (2.1m)	
WHEELBASE	64" (1.65m)	
TRANSPORT WIDTH	65" (1.67m)	
WORKING WIDTH	143" (3.63m)	
WARRANTY		
MOWER WARRANTY	2 Years	

#### ACCESSORIES

high strength steel

- Road light kit
- Canopy/sunshade
- Climate controlled cab
- Cab accessories road light kit, Rear wiper kit

## **HR700 POWERFUL LARGE AREA ROTARY MOWER**





- · LOW MAINTENANCE, DIRECT DRIVE **HYDRAULIC DECKS**
- **WIDEST WIDTH OF CUT AND THE** RROWEST TRANSPORT WIDTH IN
- TILT SENSOR TECHNOLOGY (TST)
  WARNS OF UNSAFE WORKING ANGLE
- HIGH STRENGTH, LOW WEIGHT DESIGN FOR EFFICIENCY AND FUEL **ECONOMY**

When you need a powerful large area rotary mower, the HR700 is the machine that will get the job done. With MARBAIN® Boron Alloy Steel Blades it can cut roughs, surrounds and other large areas effortlessly in all conditions. It boasts the widest width of cut and the narrowest transport width in class.

The HR700 has tilt sensor technology, which warns you of safe working angles when you're mowing, combined with being a lower weight for efficiency and fuel economy, and unrivaled comfort during operation keeps you mowing until the work is done.

**MOWER** KUBOTA<sup>®</sup> 5.2HP
W) TURBODIESEL

TRANSPORT SPEED

5.5<sub>MPH</sub>





SINCERELY







### **HR700**

#### **POWERFUL LARGE AREA ROTARY MOWER**







Optional cab, built around your requirements



Low maintenance, direct drive hydraulic decks



High strength, low weight design for efficiency and fuel economy

DECKS & CUTTING UNITS		
NUMBER AND SIZE	1 x 60" (1.52m) front deck; 2 x 60" (1.52m) wing units	
BLADE MATERIAL	MARBAIN® boron alloy steel	
DECK LIFT & LOWER	Individual via fingertip operated joysticks	
WEIGHT TRANSFER	On demand electrically operated hydraulic weight transfer system	
DECK CONSTRUCTION	11 gauge (3mm) Strenx, high strength steel shell	
TRACTION, BRAKES & SPEED		
TRACTION DRIVE	Hydrostatic closed loop parallel-cross-series SureTrac™ system	
DECK DRIVE	Nine individual hydraulic motors with self lubricating integral bearings	
HYDRAULIC SYSTEM	13.3 gal. (50.2L) reservoir with 10 micron remote charge filters and suction screening at tank. Oil cooler in side by side radiator.	
SERVICE BRAKES	Dynamic through hydrostatic traction system	
PARKING BRAKES	Automatic wet parking brakes integrated into wheel motors	
STEERING	Power Steering	
MOWING SPEED	10mph (16.4km/h)	
REVERSE SPEED	4mph (6.4km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	4023lbs (1825kg), 4479lbs (2032kg) with cab	
LENGTH (less catchers)	143" (3.62m) front deck down	
OVERALL HEIGHT (ROPS up)	83" (2.1m)	
WHEELBASE	64" (1.65m)	
TRANSPORT WIDTH	65" (1.67m)	
WORKING WIDTH	176" (4.48m)	
WARRANTY		
MOWER WARRANTY	2 Years	

#### ACCESSORIES

- Road light kit
- Canopy/sunshadeClimate controlled cab
- Cab accessories road light kit, Rear wiper kit

## **HR800 HIGH PERFORMANCE LARGE AREA ROTARY MOWER**





- LOW MAINTENANCE, DIRECT DRIVE HYDRAULIC DECKS
- TRUSTWORTHY べりかった ENGINE
- HIGH STRENGTH STEEL DESIGN MAKES IT THE LIGHTEST MOWER **IN ITS CLASS**

The HR800 high performance large area rotary mower is built to let you work fast without compromising on cut quality. Cut roughs and surrounds quickly with the MARBAIN® Boron Alloy Steel Blades combined with a powerful and trustworthy Kubota® Engine.

The HR800 also has a SureTrac™ Hydrostatic Closed Loop Parallel-Cross-Series Traction System, with minimal maintenance required, it gets you on the job fast and keeps you right on cut.

TRANSPORT SPEED













### **HR800**

#### **HIGH PERFORMANCE LARGE AREA ROTARY MOWER**







Ease of maintenance, durable cutting decks



Trustworthy, powerful engine



Proven rotary deck design

DECKS & CUTTING UNITS		
NUMBER AND SIZE	1 x 72" (1.83m) front deck; 2 x 66" (1.68m) wing units	
BLADE MATERIAL	MARBAIN® boron alloy steel	
DECK LIFT & LOWER	Individual via fingertip operated joysticks	
WEIGHT TRANSFER	On demand electrically operated hydraulic weight transfer system	
DECK CONSTRUCTION	11 gauge (3mm) Strenx, high strength steel shell	
TRACTION, BRAKES & SPEE		
TRACTION DRIVE	Hydrostatic closed loop parallel-cross-series SureTrac™ system	
DECK DRIVE	Nine individual hydraulic motors with self lubricating integral bearings	
HYDRAULIC SYSTEM	20.3 gal. (76.8L) reservoir with 10 micron remote charge filters and suction screening at tank. Oil cooler in side by side radiator.	
SERVICE BRAKES	Dynamic through hydrostatic traction system	
PARKING BRAKES	Automatic wet parking brakes integrated into wheel motors	
STEERING	Power Steering	
MOWING SPEED	11mph (17.7km/h)	
REVERSE SPEED	6mph (9.6km/h)	
WEIGHTS & DIMENSIONS		
WEIGHT (excluding fuel)	4801lbs (2178kg), 5370lbs (2436kg) with cab	
LENGTH (less catchers)	147" (3.66m) front deck down	
OVERALL HEIGHT (ROPS up)	85" (2.16m)	
WHEELBASE	67.4 (1.71m)	
TRANSPORT WIDTH	77" (1.96m)	
WORKING WIDTH	197" (5.00m)	
WARRANTY		
MOWER WARRANTY	2 Years	





PRODUCT GUIDE

# CUSHMAN UTILITY VEHICLES



## TRUCKSTER XD



## CLASS-LEADING POWER AND PRODUCTIVITY.

The Truckster XD makes quick work of your hardest jobs with the industry's largest standard payload and your choice of Kubota gas or diesel engines. A highly versatile bed - manufactured with strong heavy gauge steel, integrated stake pockets and tie-downs - makes effortless hauling for your heaviest loads. Built to operate in the toughest of conditions with the industry's highest approach angle, and largest ergonomic operator platform, your crew can count on the Truckster XD to handle the strenuous tasks with ease.

32.5 HP

OR

24.8 HP DIESEL ENGINE

23.6 CU FT BED VOLUME

3,550 LB

LET'S WORK.®



# TRUCKSTER XD





#### OPTIONS & ACCESSORIES

- 66" box
- 2" receiver hitch
- Canopy (two or four post ROPS)
- Four-post ROPS Premium suspension seat (operator and passenger)
- Hi/Lo hydraulics with remote ports
- Hydraulic PTO
- Throttle control
- Turn signals
- Cab
- Doors
- Heater
- Auto tailgate

- Fifth-wheel ball hitch including electric brake controller
- Core Harvester
- Top Dresser
- 1500 Vicon Spreader
- Quick Aerator
- Implement Lift
- Mirrors left and right
- Windshield for four-post ROPS Storage accessory
- Work Light kit
- Backup alarm
- Exhaust spark arrestor
- Fifth-gear lock out

	GAS	DIESEL	
BODY & CHASSIS			
FRAME	Powder Coa	ated Steel	
BODY & FINISH	Injection	Molded	
STANDARD COLOR	Orar	nge	
DIMENSIONS			
OVERALL LENGTH	132 in. w/o bed, 136 w/ bed	133 in. w/o bed, 136 w/ bed	
OVERALL WIDTH	65	in	
OVERALL HEIGHT	78	in	
WHEEL BASE	65	in	
FRONT WHEEL TRACK	49	in	
REAR WHEEL TRACK	52	in	
GROUND CLEARANCE	6.5 in		
CARGO BOX CAPACITY	23.6	23.6 cu ft	
POWER			
POWER SOURCE	32.5 HP Kubota Gas Engine	24.8 HP Kubota Diesel Engine	
/ALVE TRAIN	3-Cylinder, 4-Cycle Liquid Cooled EFI	3-Cylinder, 4-Cycle Liquid Cooled	
IORSEPOWER	32.5 HP	24.8 HP	
BATTERY (QTY/TYPE)	12 Volt Battery		
KEY OR PEDAL START	Key Start		
COOLING SYSTEM	Liquid C	Cooled	
FUEL CAPACITY	7.0 gal. unleaded	7.0 gal. diesel	
DRIVE TRAIN	Engine Shaft	Direct Drive	
GEAR SELECTION	Five Speed	Five Speed Manual	
REAR AXLE RATIO	High 14.2:1 / Low 45:1		
PERFORMANCE	197		
SEATING CAPACITY	2-Per	son	
VEHICLE LOAD CAPACITY	3,550	LBS	
SPEED	23 mph	21 mph	
TOWING CAPACITY	2,200 lbs, 3,500	w/ trailer brakes	
STEERING & SUSPE	ENSION		
STEERING	Hydrostat	ic Power	
FRONT/REAR SUSPENSION	Solid axle w/ leaf spring	gs & shock absorbers	
SERVICE BRAKE	Heavy-Duty Hydraulic Four Whe	Heavy-Duty Hydraulic Four Wheel Disk Brakes w/ 10.7 in. Disk	
PARKING BRAKE	Hand Lever Actuated Disk	Brakes on Rear Wheels	
FRONT TIRES	23 x 10.5 - 14 6-ply Ribbed (2V	VD) / 14 6-ply Treaded (4WD)	
REAR TIRES	26 x 12 - 14 6-ply Ultra Chevron Tread		





## SPRAYTEK XP



#### COVER MORE WITH PRECISION AND CONTROL

The new SprayTek XP features a smaller footprint and deep sump to its tank, allowing superior coverage on slopes and flat surfaces. The advanced tank design reduces chemical waste and improves agitation to ensure consistent mixture, while also increasing operator visibility and stability with a low center of gravity. A powerful, corrosion-resistant stainless-steel centrifugal pump provides a steady flow for spraying and agitation, while Life Guard® silicon carbide seals increase durability and wear resistance. Choose from a gas or diesel Kubota liquid-cooled engine, 2 or 4-wheel drive, and a multitude of control and boom options to experience the perfect spraying performance for your course.

LET'S WORK.®

32.5 HP

KUBOTA GAS ENGINE OR

**24.8** HP

KUBOTA Diesel Engine 175 or 300

GALLON TANK CAPACITY

2 or 4

WHEEL DRIVE



# SPRAYTEK XP





OPTIONS & ACCESS	SORIES
------------------	--------

- Full line of boom and control options
- Quick Foam
   Marking System
- Manual or Electric Hose Reel
- Spray Gun
- Clean Load Chemical Education System
- Two or Four-Post ROPS
- Canopy
- Premium Suspension Seat
- Cab
- Storage Accessories
- Work Light Kit
- CE Compliance Option Kit
- Tank Wash System
- Water Fill Meter Kit

	XP175	XP300	
ENGINE			
TYPE	Gas - Kubota 972EFI gas, 3-cylinder, 4-cycle, liquid cooled Diesel - Kubota D1105 diesel, 3-cylinder, 4-cycle, liquid cooled		
HORSEPOWER	Gas - 32.5 hp (25.2 kW), Die	esel - 24.8 hp (18.5 kW)	
TORQUE	Gas - 51.6 ft-lbs (70 N-m), Dies	sel - 52.7 ft-lbs (71.5 N-m)	
AIR CLEANER	Donaldson dry cartridge typ	pe with evacuator valve	
FUEL CAPACITY	7.0 gal. (26.5 L	) unleaded	
DRIVE TRAIN			
SPEED		Gas - Maximum speed of 23 mph. Optional 5th gear lock out available Diesel - Maximum speed of 21 mph. Optional 5th gear lock out available	
CLUTCH	7.1 in. (180 mm) single di	sc and pressure plate	
DIFFERENTIAL LOCK	Electric differential lock on rear axle with momentary engagement switch on dash		
MANUAL TRANSMISSION	Five speed manual transmission with low-low (creeper) first gear; synchronized in all forward gears; two speed rear axle		
TIRES, BRAKES, AN	ID STEERING		
FRONT TIRES	23 x 10.5 - 14 6-ply Ribbed (2WD) 23 x 10.5 - 14 6-ply Treaded (4WD)		
REAR TIRES	26 x 12 - 14 6-ply Ultra Chevron tread		
SERVICE BRAKES	Heavy-duty hydraulic four-wheel disk brakes with 10.7 in.(272 mm) disk.		
PARKING BRAKES	Hand lever actuated disk brakes on rear wheels.		
STEERING	Hydrostatic Power Steering		
FRONT SUSPENSION	Solid axle with heavy-duty multiple leaf springs and shock absorbers		
REAR SUSPENSION	Solid axle with heavy-duty multiple leaf springs and shock absorbers		
DIMENSIONS			
LENGTH	164 in. (4.	164 in. (4.16 m)	
HEIGHT	100 in. (2.54 m) with booms up		
WIDTH		69 in. (1.75 m) with 15 ft. or 18.5 ft. booms up87 in. (2.21 m) with 20 ft. booms up	
SPRAYER COMPON	ENT		
TANK	175 gallons	300 gallons	
PUMP	64 gpm (224 Lpm) at 93 psi maximum flow capacity		

Vehicle as photographed may include options not included on base model.



#### 5.1 Cover Letter

Textron Specialized Vehicles Inc. 1451 Marvin Griffin Road Augusta, GA 30906 10 March 2022

Cobb County Purchasing Department 122 Waddell Street NE Marietta, GA 30060

#### To whom it may concern

The following serves as a response from Textron Specialized Vehicles Inc. (herein TSV), successor to Jacobsen division of Textron Inc., to the Request for Proposal by Cobb County Purchasing Department, Sealed Bid # 22 – 6640, Tractors, Mowers, and Other Equipment, Parts, and Services. TSV offers a complete line of professional turf maintenance equipment and specialized turf-care vehicles, including related equipment parts, for golf courses, sporting venues, airports, and municipalities as well as commercial and industrial uses. For more than 100 years, TSV has supported the turf-maintenance industry. TSV is confident it represents a comprehensive offering for not only Cobb County's equipment needs, but also for other Participating Public Agencies nation-wide. Contract Administrator, Maryellen Williams will be the County's primary point of contact during clarifications and negotiations. Additionally, Neil Perez, Sr. Director of Sales retains the authority to negotiate the details of proposed services. Contact information for the Contract Administrator and Sr. Director of Sales may be found directly below:

Title: Contracts Administrator Name: Maryellen Williams Email: mwilliams@textron.com

Office: 401.457.2327

Title: Sr Director of Sales Name: Neil A. Perez

Email: nperez@textron.com

neil & burk

Office: 704.614.2691

TSV appreciates the prospect of supporting this contract with Cobb County and would like to thank the Lead Agency for its consideration of Jacobsen as a grounds maintenance provider.

Sincerely

#### **5.2 Executive Summary**

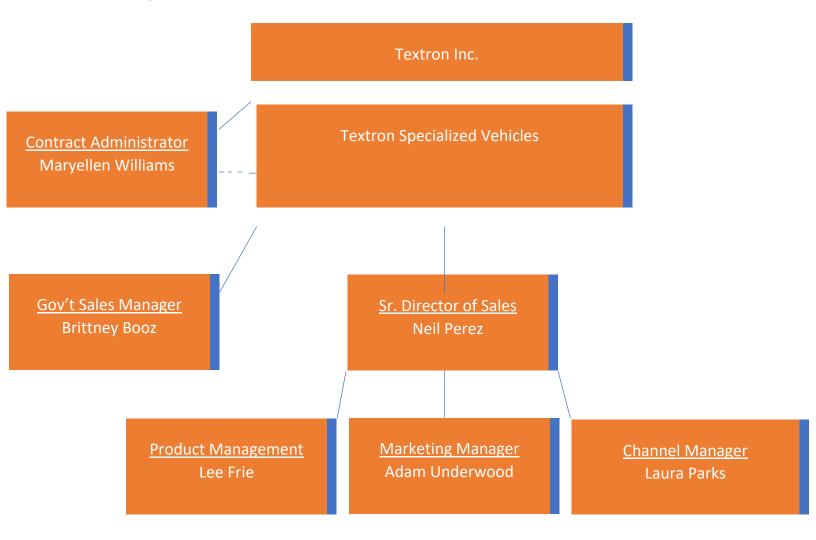
The following responses and supporting documentation comprise the proposal for TSV, to enter in a Master Agreement for the supply of a complete line of Tractors, Mowers, and Other Equipment, Parts, and Services, with Cobb County, GA.

Section 5.3	Company Background/Profile
	5.3.1 TSV Organizational Chart
Section 5.4	Experience
Section 5.5	Product Information/Service Capability
Section 5.6	Pricing
Section 5.7	Financial Statements
Section 5.8	National Contract

#### 5.3 Company Background/Profile

- a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.
  - Textron Specialized Vehicles Inc.
  - 1451 Marvin Griffin Road Augusta, Georgia 30906
  - <u>mwilliams@textron.com</u>
  - Federal ID#: 27-3412662
  - www.jacobsen.com
- b. Date business was established under current name.
  - August 31, 2010
  - Location: Delaware USA
- c. Size of company including the total number of employees.
  - Textron Specialized Vehicles employs 1,391 people
- d. Type of ownership or legal structure of business
  - Publicly Traded Corporation; Textron Specialized Vehicles Inc., successor to Jacobsen
     Division of Textron Inc. is wholly owned by Textron Inc., a publicly traded corporation on the NYSE: TXT.
- e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
  - To the best of respondent's knowledge as well as assigned project personnel, Textron Specialized Vehicles Inc. has never failed to complete work for which a contract was issued.
- f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
  - No
- g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.
  - No
- h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.
  - Not Applicable (N/A)

#### 5.3.1 Project Team



#### **Maryellen Williams**

Maryellen, Contract Administrator, brings thirty-five years of experience in the legal field as a non-attorney, sixteen of which have been at Textron Inc. Maryellen is responsible for the management and execution of TSV's contracts including sales, purchasing, as well as general government business.

#### **Brittney Booz**

Brittney Booz, Government Sales Manager, began her career with TSV in 2015 after graduating from the University of Georgia. During her tenure she has called specifically on commercial or municipal business and has recently been provided the opportunity to expand TSV's involvement in the public sector. She is currently pursuing her Master's in Business Administration from the University of Georgia.

#### **Neil Perez**

Neil Perez, Sr. Sales Director, has been with Textron Specialized Vehicles for a decade and has served in several individual contributor as well as leadership positions during his tenure in the industrial sector, serving both public and private agencies.

#### Lee Frie

Lee Frie, Product Manager, has been with the organization for ten years. He began his time with TSV as a Regional Sales Manager, increasing distributor engagement, support capability, and market coverage. An engineer by formal training from Texas A&M university, Lee has spent the past five years applying his infield experience, facilitating the improvement and development of existing and new product, respectively.

#### **Channel Manager**

Laura Parks, Channel Development Manager, has been with TSV for twenty years. As Channel Manager, she assists in the implementation of best practices both internally and externally throughout the business. Utilizing her cross-functional and operational expertise, she guides Regional Sales Manager as well as adjacent teams to ensure ample support is provided not only to the distributor network, but also end-users.

#### **Adam Underwood**

Adam Underwood, Marketing Manager, joined TSV in 2021. With over ten years of marketing experience, Adam oversees the direction and digital/print communication of the brand – his team and he provide both local and national support to the distributor network.

#### **5.4 Experience**

- a. General Services Administration (GSA), (# GS-03F-066DA). Sales of equipment to government organizations and military nationwide.
- b. In aggregate, GSA Schedule is value at \$45 Billion.
- c. Maryellen Williams, Contract Administrator. Brittney Booz, Government Sales Manager/Commercial Sales. Lee Frie, Product Manager. Neil Perez, Director of Sales Turf Distribution.
- d. Joseph Richardson, Contracting Officer. (215).446.5034. joseph.richardson@gsa.gov
- a. Earle Kinlaw & Associates, Inc. dba EKA., Stone Mountain GA. Sales of products to United States federal government agencies with GSA (General Services Administration) contract(s), and AFNAF NPA (Non-Appropriated Purchase Agreement) contract(s) to U.S. DOD (Department of Defense)
- b. Dollar value of contract not specified.
- c. Maryellen Williams, Contract Administrator. Brittney Booz, Government Sales Manager/Commercial Sales. Laura Parks, Channel Development Manager. Neil Perez, Director of Turf Distribution.
- d. Cindy Kister, Account Manager. (770).498.9316. cindy@ekasales.com
- a. Florida, State Term Contract, Agriculture and Lawn Equipment (# 25101900-21-STC)
- b. Dollar value of contract not specified.
- c. Maryellen Williams, Contract Administrator. Lee Frie, Product Manager. Klasie Baard, Regional Sales Manager. Brittney Booz, Government Sales Manager/Commercial Sales. Neil Perez, Director of Turf Distribution.
- d. Joseph Thomas, Department Contract Manager Division of State Purchasing. . (850) 488-8367 Joseph.Thomas@dms.fl.gov
- a. Sourcewell, national cooperative purchasing agency.
- b. Aggregate contract valued at \$20 million.
- c. Maryellen Williams, Contract Administrator. Brittney Booz, Government Sales Manager/Commercial Sales.
- d. Jed Klein (218).895.4169. jed.klein@sourcewell-mn.gov
- a. BuyBoard (#611-20) Ground Maintenance Equipment Cooperative Contract, Austin TX. Sales, support, serve public schools, municipalities, counties, as well as variety of Texas government agencies and nonprofits.
- b. Dollar value of contract not specified.
- c. Victoria Ferreira, Government Sales Manager. Maryellen Williams, Contract Administrator. Lee Frie, Product Manager. Adam Harris, Regional Sales Manager. Robert White, Director of Consumer Sales. Neil Perez, Director of Turf Distribution.
- d. 800.695.2919. accounting@buyboard.com

#### 5.5 Product Information/Service Capability

- **a.** TSV's full line of professional turf maintenance equipment, including attachments/accessories, is available under contract. Detailed product information may be found at: <a href="https://www.jacobsen.com">www.jacobsen.com</a>
  - Detailed product information and specification sheets hardcopy also included at the back of this section.
- **b.** TSV is supported by twenty-two authorized distributors. Local sales and service support may be found at: <a href="https://www.jacobsen.com/shopping-tools/find-dealer">https://www.jacobsen.com/shopping-tools/find-dealer</a>. Additionally, TSV employs five Regional Product Support Managers to provide telephonic and/or infield technical training and assistance to both distributors and end-users, as required. Technical support may also be accessed at <a href="mailto:servicehelp@textron.com">servicehelp@textron.com</a>. The Technical Support Team and Product Support Managers bring over 100 years of cumulative expertise to the industry.

Distributor's location quantity and size varies based on market and geographical footprint of region. TSV's distribution channel contains over fifty offices/facilities, all of which have the capacity to provide infield and/or pickup and delivery services.

Owner's and Parts Manuals may be found at: <a href="https://www.jacobsen.com/owners/product-parts-and-manuals">https://www.jacobsen.com/owners/product-parts-and-manuals</a>.

TSV's, successor to Jacobsen, equipment is covered by a comprehensive Two-Year Warranty. \*Two years from retail purchase or a maximum of 2,000 hours (on models equipped with hour meters), whichever comes first. Warranty extends to the original purchaser only and is not transferable to any subsequent purchases.

- **c.** Order submission may be completed in person, telephonically, or via email through authorized Jacobsen distributors.
- **d.** Payment terms and methods will be received at the distributor's discretion.
- **e.** In addition to new products, authorized distributors offer used, trade-in, leasing/financing options.

#### 5.6 Pricing

**a.** Electronic and hardcopy pricing catalog enclosed (at back of this section). Net price does include freight and additional fees:

TSV equipment and related accessories/attachment Cobb County Net Price:

• List Price Less 25%

b. Top (10) items purchased by public agencies provided directly below. Top (10) delineated by platform (i.e. ROPS or Cabin, additional platform feature(s), and/or drive type – gasoline, diesel, hybrid, lithium). Pricing does indicate base model and *does not* include accessories, attachments, and/or unique configurations.

#### I. AR321 & AR331 - Rotary Trim Finish Mower

AR321 (Diesel) Rotary Mower - Includes ROPS and Standard Seat

Model: 068021-D400

Net: \$26,692 List\$35,589

AR331 (Diesel) Rotary Mower - Includes ROPS and Mechanical Suspension

Seat (includes "AdaptiShift", cutting unit offset mechanism)

Model: 068021-E410

Net: \$30,938 List: \$41,251

#### II. TR320 & TR330 - Reel Trim Mower

■ TR320 (Diesel) to accept US 26" & 30" Reels

Model: 068021-B100

Net: \$26,393 List: \$35,190

■ TR330 (Diesel) to accept US 26" & 30" Reels (includes "AdaptiShift", cutting

unit offset mechanism) Model: 068021-C110 Net: \$29,415 List: \$39,220

#### III. HR380 - Out-Front Rotary / Flail Mower

Jacobsen HR380 POWER UNIT

Model: 10007167

Net: \$39,242 List: \$52,323

#### IV. HM600 - Wide Area Heavy-duty Mulching Flail Mower

Jacobsen HM600 with ROPS

Model: JHM600

Net: \$90,519 List: \$120,692

Jacobsen HM600 with Cabin

Model: JHM600C

Net: \$113,070 List: \$150,760

#### V. HR600 – Wide Area Rotary Mower

Jacobsen HR600 Rotary Mower, ROPS, Stage V w Reversing Fan

Model: JMP653F

Net: \$65,114 List: \$86,818

Jacobsen HR600 Rotary Mower, Cabin, Stage V w Reversing Fan

Model: JMP653CF

Net: \$81,563 List: \$108,750

#### vi. HR700 - Wide Area Rotary Mower

Jacobsen HR700 Rotary Mower, ROPS, Stage V w Reversing Fan

Model: JHR700F

Net: \$89,122 List: \$118,829

Jacobsen HR700 Rotary Mower, Cabin, Stage V w Reversing Fan

Model: JHR700CF

Net: \$111,609 List: \$148,812

#### vii. HR800 - Wide Area Rotary Mower

Jacobsen HR800 Rotary Mower with ROPS

Model: 070543-4613110

Net: \$109,037 List: \$145,382

Jacobsen HR800 Rotary Mower with Cabin

Model: 070543-4624110

Net: \$127,119 List: \$169,492

#### viii. AR530 and AR730 Articulating Rotary Finish Mowers

AR530+ROPS+REV FAN, STAGE 5

Model: 10029189

Net: \$64,664 List: \$86,219
• AR730+ROPS+REV FAN, STAGE 5

Model: 10029629

Net: \$81,728 List: \$108,971

#### ix. GP400 - TriPlex Reel Mower

GP400, 13.4kW (18 HP) Briggs VanGuard Gas Engine

Model: USAG004

Net: \$29,987 List: \$39,983

■ GP400, 14.02kW (18.8 HP) 4-cycle, 3-cylinder, Kubota D722 liquid-cooled,

Diesel Engine Model: USAD004

Net: \$34,087 List: \$45,449

#### x. Eclipse 360 - TriPlex Reel Mower

■ ECLIPSE Elite 360 Lithium Electric Greens Mower

Model: 10029194

Net: \$50,860 List: \$67,813

■ ECLIPSE 360 Diesel Hybrid Electric Greens Mower

Model: 10029195

Net: \$43,536 List: \$58,048

■ ECLIPSE 360 Gasoline Hybrid Electric Greens Mower

Model: 10029192

Net: \$39,851 List: \$53,135

- **c.** TSV is confident pricing presented is competitive; however, TSV may examine opportunities on a case-by-case basis and provide additional discounts dependent on volume and order quantity. There is no minimum order quantity, free goods programs, total annual spend requirement.
- **d.** In addition to new products, authorized distributors offer used, trade-in, leasing/financing options.

#### **5.7 Financial Statements**

- **a.** Textron Inc.'s 2020 Annual Report included at the back of this section.
- **b.** Textron Inc.'s 2020 Annual Report included at the back of this section.
- **c.** N/A.

#### **5.8 National Contract**

- a. Detailed response located in Attachment A, OMNIA Partners Response for National Cooperative Contract is included on next tab labeled "Omnia Supplier Response". If viewing on hard drive, folder is labeled "Omnia Supplier Response".
- b. Supplier has no objections to signing Exhibit B, OMNIA Partners Administration Agreement and will do so upon award of contract.

## Exhibit F Federal Funds Certifications

## FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### **DEFINITIONS**

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

- (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
- (2) An agreement that provides only:
  - (i) Direct United States Government cash assistance to an individual;
  - (ii) A subsidy;
  - (iii) A loan;
  - (iv) A loan guarantee; or
  - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version October 19, 2021

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at  $\frac{1}{2}$ , or in paragraph (v)(2)(ii) of the provision at

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ("Sand Award System for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that-

- (1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It  $\Box$  does,  $\Box$  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.
  - (i) For covered equipment-
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

# 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) Definitions. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR

  This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.
  - (c) Exceptions. This clause does not prohibit contractors from providing-
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

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(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances

where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all ights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Ooes offeror agree? YESInitials of Authorized Representative of feror
B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the ight to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a preach or default of the agreement by Offeror as detailed in the terms of the contract.
Does offeror agree? YESInitials of Authorized Representative of offeror
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror
(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	MA A ST	Initials of Authorized Representative of offero

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process. Does offeror agree? YES Initials of Authorized Representative of offeror (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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. Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. Does offeror agree? YES Initials of Authorized Representative of offeror (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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) Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above. Does offeror agree? YES\_\_\_\_ Initials of Authorized Representative of offeror (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, federal department or agency, the		ared ineligible, or voluntarily excluded from participation by any ating Agency.
Does offeror agree? YES	MANT	Initials of Authorized Representative of offeror
must file the required certific appropriated funds to pay any of any agency, a member of C connection with obtaining any	ation. Each tier certifies to person or organization for i ongress, officer or employe r Federal contract, grant or th non-Federal funds that ta	tractors that apply or bid for an award exceeding \$100,000 the tier above that it will not and has not used Federal influencing or attempting to influence an officer or employee e of Congress, or an employee of a member of Congress in any other award covered by 31 U.S.C. 1352. Each tier must akes place in connection with obtaining any Federal award.
the term and after the awarded process, the offeror certifies tha U.S.C. 1352). The undersigned of the u.S.C. 1352). The undersigned of the making to influence an officer an employee of a Member of the making of a Federal loan, the or modification of a Federal cont (2) If any funds other than Feattempting to influence an officer an employee of a Member of complete and submit Standard Fe (3) The undersigned shall required sub-awards exceeding \$100,000 accordingly.	term of an award for all contitities in compliance with all affurther certifies that: ands have been paid or will be pricer or employee of any agent Congress in connection with the entering into a cooperative extract, grant, loan, or cooperative deral appropriated funds have or employee of any agent Congress in connection with the form-LLL, "Disclosure Form to uire that the language of this	ve been paid or will be paid to any person for influencing or cy, a Member of Congress, an officer or employee of congress, his Federal grant or cooperative agreement, the undersigned shall Report Lobbying", in accordance with its instructions. certification be included in the award documents for all covered opriate tiers and that all subrecipients shall certify and disclose
Does offeror agree? YES	Mul	Initials of Authorized Representative of offeror
RECORD RET	ENTION REQUIREMENTS FO	R CONTRACTS INVOLVING FEDERAL FUNDS
certifies that it will comply with to	the record retention requireme required by 2 CFR § 200.3	or any contract resulting from this procurement process, offeror ents detailed in 2 CFR § 200.333. The offeror further certifies that 333 for a period of three years after grantees or subgrantees of reports, as applicable, and all other pending matters are closed.
Does offeror agree? YES	Thuist	Initials of Authorized Representative of offeror
CERTIFICATIO	N OF COMPLIANCE WITH TH	HE ENERGY POLICY AND CONSERVATION ACT
When Participating Agency experit will comply with the mandato	ends federal funds for any con	tract resulting from this procurement process, offeror certifies that ting to energy efficiency which are contained in the state energy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
Does offeror agree? YES	MANUT	Initials of Authorized Representative of offeror
CER	TIFICATION OF COMPLIANC	CE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES	MAU	Initials of Authorized Representative of offeror
	CERTIFICATION OF ACCES	S TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other the purpose of making audits	records of offeror that are per , examinations, excerpts, and t	ny of their duly authorized representatives shall have access to any inent to offeror's discharge of its obligations under the Contract for ranscriptions. The right also includes timely and reasonable access sion relating to such documents.
Does offeror agree? YES	Traw	Initials of Authorized Representative of offeror
	CERTIFICATION OF APPL	CABILITY TO SUBCONTRACTORS
Offeror agrees that all contrac	ts it awards pursuant to the Co	ntract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	THAT	Initials of Authorized Representative of offeror
Offeror's Name:	ecutived Walic	les. The
Address, City, State, and Zip	Code: Crittin Ric	ed. Augusta 6430906
Phone <b>Number</b> : 2101-4	57-2327	Fax Number:
Printed Name and Title of Au	thorized Representative:	ets Administrator
Email Address:	Dtextron Con	1
Signature of Authorized Repr	resentative: Manyotta	CKNILLAND Date: March 7, 3020

# **Exhibit G New Jersey Business Compliance**

# **NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

# DOC #1

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

<u>Name</u>	of Organization:	Spanished Valueles Inc.
<u>Organ</u>	ization Address: 1451 M	Larvin Grafin Rd, Augusta, BA 3070
Part 1	Check the box that represen	nts the type of business organization:
□ Sc	le Proprietorship (skip Parts II a	and III, execute certification in Part IV)
□ <sub>Nc</sub>	n-Profit Corporation (skip Parts	s II and III, execute certification in Part IV)
		Limited Liability Company (LLC)
<b>□</b> Pa	rtnership	nership Limited Liability Partnership (LLP)
Ot	her (be specific):	
Part 1	<u>II</u>	
Image: Control of the	corporation who own 10 perce partners in the partnership wh members in the limited liability	ames and addresses of all stockholders in the sent or more of its stock, of any class, or of all individual ho own a 10 percent or greater interest therein, or of all ty company who own a 10 percent or greater interest (COMPLETE THE LIST BELOW IN THIS SECTION)
	OF	
	class, or no individual partner interest therein, or no membe	rporation owns 10 percent or more of its stock, of any r in the partnership owns a 10 percent or greater er in the limited liability company owns a 10 percent or e case may be. (SKIP TO PART IV)
(Pleas	e attach additional sheets if more spa	pace is needed):
Na	me of Individual or Business Entity	Home Address (for Individuals) or Business Address
S	ee affached	

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
SOL Ochar North	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

# Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Maruellen Williams	Title:	Contracts Administrator
Signature:	Wan W. AKheham	Date:	March 7,3033-

# **Statement of Ownership**

## Disclosure of 10% or Greater Ownership

Textron Specialized Vehicles Inc. is wholly owned by Textron Inc.

Textron Inc. ("Textron") is a Delaware corporation, and its Common Stock is publicly traded on the New York Stock Exchange (NYSE: TXT). As indicated in our response to this Statement of Ownership, Textron has two stockholders that own 10% or more of its Common Stock.

NYSE:TXT

Link to Proxy: a3319861-001f-4665-b0e6-c8c1e0483651.pdf (d18rn0p25nwr6d.cloudfront.net)

Page 19, 20

- 1. The Vanguard Group, Inc., 100 Vanguard Boulevard, Malvern, PA 19355 10.5%
  - a. Link to Vanguard 13G:
- 2. T. Rowe Price Associates, Inc., 100 E. Pratt Street, Baltimore, MD 21202 15.5%
  - a. Link to T. Rowe 13G:

# DOC #2

# NON-COLLUSION AFFIDAVIT

STA	NDARD BID DOCUMENT REFERENCE
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

# NON-COLLUSION AFFIDAVIT

State of New Jersey Rhode Island County of Providence ss:
I, Maryelen Millans residing in Smerset, Massachusetts in the County of Bristol and State of Massachusetts of full age, being duly sworn according to law on my oath depose and say that:
I am Contracts Administrator of the firm of Textron Specialized Vehicles Inc. (title or position)
the bidder making this Proposal for the bid
entitled Stated bid #22-UCYU, and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the COUNTY (Name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.  I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Textron Special February Contract Textron INC.  Subscribed and sworn to
before me this day  Many Wood Milliam  Signature
Maryellen Williams  (Type or print name of affiant under signature)  Notary public of
My Commission expires 3-24-2026
(Seal)  STATE OF RHODE ISLAND NOTARY PUBLIC NOTARY ID:

# DOC #3

# AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: 10 x 100 Special 128	d Velucies The
Street: 1451 Marvin Britan To	web-
City, State, Zip Code: Angusta	7 30906
Proposal Certification:	
	Jersey Affirmative Action regulations. Company's not in compliance at this time. No contract and/or Affirmative Action requirements are met.
Required Affirmative Action Evidence:	
Procurement, Professional & Service Contracts ( <u>Vendors must submit with proposal:</u>	Exhibit A)
1. A photo copy of their Federal L	etter of Affirmative Action Plan Approval
OR	
<ol> <li>A photo copy of their <u>Certificat</u></li> <li>OR</li> </ol>	e of Employee Information Report
3. A complete Affirmative Action	Employee Information Report (AA302)
Public Work - Over \$50,000 Total Project Co	st:
A. No approved Federal or New Jersey Affirma	tive Action Plan. We will complete Report Form
AA201-A upon receipt from the	
B. Approved Federal or New Jersey Plan – certi	ificate enclosed
I further certify that the statements and information the best of my knowledge and belief.	ation contained herein, are complete and correct to
March 7, 2002	Chacylle Shithing
Date	Authorized Signature and Title
	Contracts Almacistrator

Certification 2832

# **KENEMY**P CERTIFICATE OF EMPLOYEE INFORMATION REPORT

effect for the period of T2-DEC-S0ST 72-DEG-5054 N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to



1421 MARVIN GRIFFIN ROAD TEXTRON SPECIALIZED VEHICLES, INC.

GY 30306

ATSUĐUA

State Treasurer ELIZABETH MAHER MUOIO

# DOC #3, continued

# P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

# PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

#### **DOC #4**

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

# **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (

). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at
     They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at ). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

#### DOC #4, continued

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# DOC #4, continued

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit

	er than 10 days prior to the award o	of the contract.	
Part I - Vendor Informatio	n		
	no Specialized Volvies	Time	
Address: 1451 Ma	evinterden Ka		
City: Augusta	State: Zip:	3984786	
	ed to certify, hereby certifies that the sof N.J.S.A. 19:44A-20.26 and as rep		
Maux Me O Kulnins	Maryellen Mallyngs Con Printed Name Title	track Admi	<u>nustr</u> actor
Part	II - Contribution D	Disclosure	
political contributions (more	suant to <u>N.J.S.A.</u> 19:44A-20.26 this than \$300 per election cycle) over ment entities listed on the form pr	r the 12 months	prior to submission to
☐ Check here if disclosure is	provided in electronic form		
Contributor Name	Recipient Name	Date	Dollar Amount
NA		+	\$
		_	
		_	

# DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

# DOC #5

# STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that no one sthe undersigned.  Check the box that represe	elow contains the names and home addresses of all stockholders of the issued and outstanding stock of the undersigned.  OR  tockholder owns 10% or more of the issued and outstanding stock of  ents the type of business organization:	
Partnership  Limited Partnership  Subchapter S Corporation  Sign and notarize the form	Corporation  Sole Proprietorship  Limited Liability Corporation  Limited Liability Partnership  on  below, and, if necessary, complete the stockholder list below.	
Stockholders: Name:	Name:	
Home Address:	Home Address:	
Seeaffa		
Name:	Name:	
Home Address:	Home Address:	
Name:	Name:	
Home Address:	Home Address:	
Subscribed and sworn before me this 2011 (Notary Public)  My Commission expires:	(Affiant)  (Affiant)  (Print name & title of affiant)	
Version October 19, 2021	OS/ON EXPIRES: 3-1	100 Carlo

# **Statement of Ownership**

# Disclosure of 10% or Greater Ownership

Textron Specialized Vehicles Inc. is wholly owned by Textron Inc.

Textron Inc. ("Textron") is a Delaware corporation, and its Common Stock is publicly traded on the New York Stock Exchange (NYSE: TXT). As indicated in our response to this Statement of Ownership, Textron has two stockholders that own 10% or more of its Common Stock.

NYSE:TXT

Link to Proxy: a3319861-001f-4665-b0e6-c8c1e0483651.pdf (d18rn0p25nwr6d.cloudfront.net)

Page 19, 20

- 1. The Vanguard Group, Inc., 100 Vanguard Boulevard, Malvern, PA 19355 10.5%
  - a. Link to Vanguard 13G:
- 2. T. Rowe Price Associates, Inc., 100 E. Pratt Street, Baltimore, MD 21202 15.5%
  - a. Link to T. Rowe 13G:

#### DOC #6

# Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

Offerors should submit the above form completed with their proposal.

# STATE OF NEW JEDSEY - DIMPHON OF PURCHASE AND PROPERTY DISCLOSHED OF INVESTMENT ACTIVITIES IN IPAN

Quote Number:

Birner/Civerer: Toyleron Sovialized Vehicles The

# EAST E CHRESTE CATOR BIODERS MUST COMPLETE PART I BY CHECKING RITHER BOX.

x x			18
Pursuant to Public Law 2012, c. 25, any person contract must complete the certification below to subsidiaries, or affiliates, is identified on the Departin Iran. The Chapter 25 list is found on the Divisional review this list prior to completing the belonon-responsive. If the Director finds a person or by law, rule or contract, including but not limited default and seeking debarment or suspension of the	attest, under penalty of priment of Treasury's Chapsion's website at helicitation. Fallure to entity to be in violation of to, imposing sanctions, se	erjury, that neither the person or entity, ter 25 list as a person or entity engaging of the constitution will render complete the certification will render law, s/he shall take action as may be applied.	nor any of its parents, in investment activities in the state of the s
H * *			
subcidiaries, or affiliates is liesed on the activities in Iran pursuant to P.L. 2012, c. 2 or representative of the entity listed above a complete the Certification below.	N.J. Department of the Tr 5 ("Chapter 25 List"). I fur	easury"s list of entities determined to be ther certify that I am the person listed ab	engaged in prohibited bove, or I am an officer
I am unable to certify as above because the Department's Chapter 25 list. I will pand sign and complete the Certification responsive and appropriate penalties, fines	provide a detailed, accur in halow. <u>Failure to pro</u> v	ate and precise description of the coll ride such will result in the proposal be	ivities in Falt 2 below
FART 2: PLEASE PROMDE FURT: You must provide a detailed, accurate and p subsidiaries or affiliates, engaging in t EACH BOX WILL PROMPT YOU TO PROV THOROUGH ANSWERS TO EACH QUESTION.	orecise description of the ane investment activities in IDE INFORMATION: 1882	ctivities of the bidding person/entity, or or Iran outlined above by completing the bo VIVE TO THE ABOVE QUESTIONS, PL ADDITIONAL ENTINES, CLICK THE "	ne of its parents, ixes below.
Name KAIN	173. 5.1	2 - 12 - 4 - DO 11 - 1075	
Name MA	Kelat	ionship to Bidder/Offeror	
Description of Activitics			
Duration of Engagement	Anticipated Cess	ation Date	
Bidder/Offeror Contact Name	10,000,000	Phone Number	
Continue to the Automatical Co		100	
ADD AN ADDITIONAL ACTIVITIES ENTR	(		
Certification: I, being duly sworn upon my path, herebing knowledge are true and complete. I attest that I a acknowledge that the State of New Jersey is relying obligation from the date of this certification through the answers of information contained herein. I acknowled this certification, and if I do so, I recognize that I am simy agreement(s) with the State of New Jersey and thunenforceable.	authorized to execute the on the information conteins completion of any contrage that it is abject to climinal prosecuted the State at its option in	is certification on behalf of the above-rote tred herein and thereby acknowledge that lets with the State in write suiting to make a falce stateme to make a falce stateme ion under the law and that it will also concay decime any contract(s) resulting from	erenced person or entity. I it I am under a continuing iting of any changes to the act or misrepresentation in otitute a material breach of
Full Name (Print): Margelen Will	ZMS Signa	nture: Chaulle Alle	100
Title: Contracts Augustralps	Date	March T. Jas	

# DOC #7

# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

TEXTRON INC. (FORMERLY AMERICAN TEXTRON INC)

Trade Name:

Address:

40 WESTMINSTER STREET

PROVIDENCE, RI 02903

Certificate Number:

0151764

**Effective Date:** 

July 01, 1966

Date of Issuance:

February 18, 2021

For Office Use Only:

20210218111352997

# DOC #8

## EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action Goods, Professional Services & General Service Projects

# **EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Maruplan Williams	Title: Antracks Administrato
Signature: May Me Artillian	Date: Manch 7, 2023

Certification 2832

# **KENEMY** CERTIFICATE OF EMPLOYEE INFORMATION REPORT

N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to

12-DEG-5054

TR-DEC-SOST

effect for the period of

TEXTRON SPECIALIZED VEHICLES,

OIOUM RAHER MUOIO

90608 ¥Đ 1421 MARVIN GRIFFIN ROAD

ATRUĐUA

State Treasurer

# DOC #9 MCBRIDE-PRINCIPLES



# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

# MACBRIDE PRINCIPALS FORM

BID SOLICITATION #:	VENDOR/BIDDER:
TO PROVIDE A CERTIFI	VENDOR'S/BIDDER'S REQUIREMENT CATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989
of the Division of Purchase and Propose thecking one of the two options listed a warded a purchase, contract or agon accordance with applicable law an arragreement to another Vendor/Bide percent of the most advantageous bide subject of this law, he/she shall the	erty, pursuant to N.J.S.A. 52:34-12, must complete the certification below by display below and signing where indicated. If a Vendor/Bidder that would otherwise greement does not complete the certification, then the Director may determine, dirules, that it is in the best interest of the State to award the purchase, contract der that has completed the certification and has submitted a bid within five (5). It is Director finds contractors to be in violation of the principals that are aske such action as may be appropriate and provided by law, rule or contract, ag sanctions, seeking compliance, recovering damages, declaring the party in spension of the party.
, the undersigned, on behalf the Ver	dor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:
П	CHECK THE APPROPRIATE BOX
The Vendor/Bidder has no busine	ss operations in Northern Ireland; or
The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.	
	CERTIFICATION
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.	
MANUAL ON Illiaire	March 7, 3032
Signature //	Date
Mary Plan Williams C	ontrack Administrator
Print Name and Title	Date 104 II

#### **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

## **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

#### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

#### **Affirmative Steps**

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For any subcontracting opportunities, Contractor must take the following Affirmative steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

# Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

#### Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

# 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

#### 1. REMEDIES

- a. <u>Standard</u>. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

# 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. <u>Standard</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. <u>See</u> 2 C.F.R. Part 200, Appendix II(B).
- **b.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.

#### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. <u>Standard</u>. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

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§ 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). <u>See 2</u> C.F.R. Part 200, Appendix II(C).

## b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. <u>Construction Work</u>. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- **c.** <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs.
- **d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

# During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- **b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.
- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

<u>Suggested Language</u>. The following provides a sample contract clause: Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- Additionally, contractors are required to pay wages not less than once a week.

#### 5. COPELAND ANTI-KICKBACK ACT

- a. <u>Standard</u>. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. <u>Applicability</u>. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

#### Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.
   § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

#### 6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. <u>Applicability</u>. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c. <u>Suggested Language</u>. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

#### Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

# 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

- Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- **Funding Agreements Definition**. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

- a <u>Standard</u>. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. <u>See</u> 2 C.F.R. Part 200, Appendix II(G).
- b. <u>Applicability</u>. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. <u>Suggested Language</u>. The following provides a sample contract clause.

## Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 9. DEBARMENT AND SUSPENSION

<u>Standard.</u> Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and* 

Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at <a href="https://www.sam.gov.see.2">www.sam.gov.see.2</a> C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 2. The contract requires the approval of FEMA, regardless of amount.
  - 3. The contract is for federally-required auditservices.
  - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. <u>Suggested Language</u>. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disgualified.

#### Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10. BYRD ANTI-LOBBYING AMENDMENT

- a Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. <u>Applicability</u>. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

#### Suggested Language.

# Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

 Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

#### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Opposition and allans
Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
March 7, 2000

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. <u>Standard</u>. 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. <u>See 2 C.F.R. Part 200</u>, Appendix II(J); and 2 C.F.R. §200.322.
- **b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

#### d. Suggested Language.

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

# 12. ACCESS TO RECORDS

a. <u>Standard</u>. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. <u>See</u> DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i.The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv.In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 13. CHANGES

- a. <u>Standard</u>. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. <u>Applicability</u>. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### 14. DHS SEAL, LOGO, AND FLAGS

- a. <u>Standard</u>. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. <u>See DHS</u> Standard Terms and Conditions: Version 8.1(2018).
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. <u>Standard</u>. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. <u>Applicability</u>. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

# 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. <u>Standard</u>. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

# 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. <u>Standard</u>. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or
  - fraudulent claims for payment to the federal government. <u>See DHS</u> Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. <u>Applicability</u>. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.
Offeror's Name: Textron Specialized Vehicles Tie.
Address, City, State, and Zip Code:
Phone Number: 40-457-3327 Fax Number: 407-457-320-3
Printed Name and Title of Authorized Representative:
Email Address: MUUI lag Maga Fortion Corri
Signature of Authorized Representative:
Date: Warryh 7, 3077