



## **Solicitation Number: RFP #092222**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kohler Power Systems (Kohler Company), N7650 Lakeshore Dr., Sheboygan, WI 53083 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased



by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, directly arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by conditions that are beyond that party's reasonable control, including, without limitation, acts of God, acts of requests of government or governmental agencies in their non-commercial capacity, riot, or civil commotion, sabotage, accidents, fire, flood, explosion, mass shootings, damage to plants or facilities, epidemics, typhoons, quarantine, restrictions, or absence of normal means of communication or transportation, or other conditions beyond the party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Intentionally omitted.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.



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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or



under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

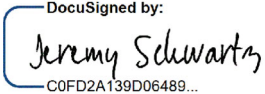
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

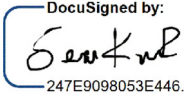
## **22. CANCELLATION**

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


Sourcewell

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 11/21/2022 | 7:52 PM CST  
 Date: \_\_\_\_\_

Kohler Power Systems (Kohler Company)

DocuSigned by:  
  
 247E9098053E446...  
 By: \_\_\_\_\_  
 Sean Kenefick  
 Title: Vice President-Industrial Sales Power  
 Systems North America  
 11/23/2022 | 7:56 AM PST  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 7E42B8F817A64CC...  
 By: \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 11/23/2022 | 11:08 AM CST  
 Date: \_\_\_\_\_

# RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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## Vendor Details

Company Name: Kohler Power Systems

Does your company conduct business under any other name? If yes, please state: Kohler Company

Address: N7650 Lakeshore Rd.

Sheboygan, WI 53083

Contact: Robi Hullner

Email: robi.hullner@kohler.com

Phone: 480-202-8667

Fax: 920-457-4441

HST#: 390-0402810

## Submission Details

Created On: Monday August 08, 2022 17:14:28

Submitted On: Friday September 16, 2022 09:04:00

Submitted By: Robi Hullner

Email: robi.hullner@kohler.com

Transaction #: f3b8ea4a-fbfc-4c83-bef9-bf5d464cd705

Submitter's IP Address: 104.129.198.251

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kohler Power Systems (Kohler Company)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	67271
5	Proposer Physical Address:	N7650 Lakeshore Dr., Sheboygan, WI 53083
6	Proposer website address (or addresses):	<a href="http://kohlerpower.com/powerhub/index.htm">http://kohlerpower.com/powerhub/index.htm</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean Kenefick - Vice President – Industrial Sales, Power Systems North America Email: sean.kenefick@kohler.com Phone: 630-333-5805
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robi Hullner - Manager of Government Accounts, Power Systems Email: robi.hullner@kohler.com Phone: 480-202-8667
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Cinealis - Senior Market Analyst, Power Systems Email: scott.cinealis@kohler.com Phone: 920-918-1669

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1873, Kohler Co. has been improving the level of gracious living by providing exceptional products and services for our customers' homes and their lifestyles. We believe better business and a better world go together. Fueled by the passion of more than 40,000 associates worldwide, we strive to enhance the quality of life for current and future generations through design, craftsmanship and innovation.</p> <p>Kohler was founded by John Michael Kohler in 1873 as an iron foundry making farm tools. In 1889 Kohler started the plumbing fixture division, and in 1920 built the first modern-day generators. Kohler was the first company in the USA to offer Electric Power Plants for farms, homes, and businesses. Since then, our engines and generators have powered historic expeditions to the South Pole, construction of the Hoover Dam, Hollywood movie productions, the Eiffel Tower, and more.</p> <p>In 1985 Kohler expanded into interiors and hospitality businesses and the company went global. Today Kohler Company has 30+ brands globally, and there are Power Systems factories in 7 countries. Kohler owns 50+ manufacturing locations worldwide with 40,000+ associates. The company is still privately held by the Kohler family and is considered one of the largest and oldest privately held companies in the country. For over 100 years, our engines, generators, and uninterruptible power supplies (UPS) products have powered homes, hospitals, lawn mowers, stadiums, and everything in-between.</p> <p>In 2020 Kohler introduced the next leap forward in industrial power with the KD series generators designed to last for decades, with better fuel economy and a smaller footprint than ever before ranging from 800 to 4,000kW (4mW).</p> <p>Today, we're one of the world's largest power-generation manufacturers with manufacturing facilities on 4 continents and vast global sales, service, and distribution networks. No matter where you're located, you can always count on Kohler for reliable, intelligent engines, generators, and uninterruptible power supplies.</p> <p>Kohler Power Systems' state of the art 620,000 ft<sup>2</sup> generator-manufacturing, product training, and test facility is found in Mosel, Wisconsin. In addition to the primary generator manufacturing facility in Mosel, Wisconsin, Kohler Power Systems recently expanded its manufacturing footprint by locating its ATS &amp; Switchgear production in an available 400,000 ft<sup>2</sup> facility in Kohler, Wisconsin. Kohler also manufactures diesel fuel tanks and enclosures at another 70,000 ft<sup>2</sup> facility in Saukville, Wisconsin. Between all 3 Wisconsin-based manufacturing locations, Kohler manages an astounding 1,090,000 ft<sup>2</sup> of total manufacturing space to support its North American customers. This is equivalent to an incredible 25 acres of world-class power systems equipment manufacturing capacity.</p> <p>Kohler is committed to being a best-in-class supplier and continues to invest in capital and equipment necessary to be a global producer and meet the increasing demands of its customers for generators and related equipment. In Q1, 2022 construction was completed on a 155,000 ft<sup>2</sup> addition of the Mosel facility to further expand production capabilities. This factory expansion, which is designed primarily for large generator manufacturing, includes a world-class customer experience center.</p> <p>Kohler Co. and each associate have the mission of contributing to a higher level of gracious living for those who are touched by our products and services. Gracious living is marked by qualities of charm, good taste, and generosity of spirit. It is further characterized by self-fulfillment and the enhancement of nature. We reflect this mission in our work, in our team approach to meeting objectives, and in each of the products and services we provide to our customers. Kohler Co. is committed to compliance with all laws and regulations in the countries where we operate. This code is the foundation of our commitment to ethical business practices. It sets out the standards for how we interact with each other and engage in business activities globally.</p> <p>Kohler offers a comprehensive power portfolio that meets the increasing demands of the markets we serve. Every part of our power system is designed and engineered by Kohler. Everything works together, just as it should.</p>
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11	What are your company's expectations in the event of an award?	<p>Kohler expects to continue to cultivate the close partnership formed with Sourcewell over the years. A major highlight of this success has been a consistent aligning of expectations as shown by the growth in sales throughout the contract.</p> <p>Sourcewell sales from 2018 to 2022 YTD:  2018: \$1,079,479.96  2019: \$3,956,269.78  2020: \$5,309,401.25  2021: \$4,016,244.87  2022 (Orders August YTD): \$8,284,786.19</p> <p>Since receiving the Sourcewell contract, we have developed and trained a dedicated team that supports Sourcewell from all areas of the business. We plan to grow this team further by adding the Kohler Kitchen and Bath division as they are planning to pursue a separate Sourcewell contract. As a result, we have strategic plans to set up a corporate marketing campaign partnering with our Kitchen and Bath division that drives a call to action from targeted Sourcewell markets to drive sales. The markets will include both prospective and existing Sourcewell customers across the United States.</p> <p>Upon receipt of the award, Kohler will continue to place a strong emphasis on continued growth through Sourcewell by holding monthly dashboard meetings with Kohler's 22 distributors. In addition, we expect to continue collaborating closely with Sourcewell on marketing efforts to drive increased contract usage and growth, as well as attending Sourcewell sales accelerator meetings to educate our employees on best practices.</p> <p>In 2022, we set up an internal award specific to our highest performing distributor on the Sourcewell contract and plan to continue this award annually. This award highlights the strong connection we have built between Sourcewell, Kohler, and our distributor network.</p> <p>Kohler welcomes the opportunity to have performance/dashboard reviews on a regular cadence at Sourcewell's discretion.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Kohler is one of the country's largest and oldest privately held companies. Kohler was ranked #57 by Forbes in 2021 in the America's Largest Private Companies list. Kohler has continued to grow year over year in sales and has an annual revenue of over \$9B.</p> <p>Please see attached "Financial Information" for financial information including credit references and Moody's financial report.</p>
13	What is your US market share for the solutions that you are proposing?	The US market share is estimated at 20% and growing.
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian market share is estimated at 20% and growing.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Kohler is best described as B below, a manufacturer/service provider.</p> <p>Kohler Power Systems is a manufacturer of various power systems as an OEM with distribution agreements with 22 privately owned and operated distributors. These distributors provide local sales and service across North America in accordance with the Kohler Distribution Agreement Policy and Procedures.</p> <p>Distributor's sales efforts are supported by the Kohler Field Sales Team, Application Engineering Team, Sales Administration Team, Product Sales Training Team, and the Kohler Management Team. Distributor Service Technicians are factory trained and distributor service team-leaders have completed factory certification training. Distributor Service efforts are supported by the Kohler Service, Warranty, Parts, and Training Teams.</p>

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kohler is not aware of any applicable licenses or certifications required in this contract, but if required Kohler is willing to pursue. Distributors hold engineering and contracting licenses in the states they operate. Kohler also ensures quality through adhering to ISO 9001:2015 certification, and adhere to ISO 14001 and 17025 compliance, and various product certifications (UL, CSA, IBC, NFPA, EN).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable, Kohler has not received any suspension or debarment letters.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>- 2017, Kohler KD series awarded for category innovation: The KOHLER KD1000 industrial generator, powered by Kohler's own KD Series large diesel engine, was recently singled out in a new product competition held in conjunction with MCEE 2017, the largest trade show and conference for the plumbing, hydronics, HVACR, electrical and lighting industries in Canada.</p> <p>-2018, Kohler KD Series recognized as product of the year: The KOHLER KD Series, the company's highly regarded lineup of large diesel industrial generators, has been recognized as a 2018 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's annual Product of the Year competition identifies the best new products in twelve key industrial categories and then lets readers vote for their favorites. This year, the KOHLER KD Series was recognized with a Gold Award – the top level of recognition – in the Emergency, On-Site, and Standby Power category.</p> <p>-2020, Kohler gaseous powered industrial generator recognized as "product of the year" by leading trade publication: The KOHLER KG Series gaseous-powered generators has been recognized as a 2020 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's 16th annual Product of the Year competition identifies the best new products launched between Jan. 1, 2019, and March 31, 2020, in 11 key industrial categories and then invites its professional readership to vote for their favorites. This year, the KOHLER KG Series gas generators at 80kW, 100kW and 125kW Series was recognized with a Silver Product of the Year Award in the Power Systems &amp; Equipment category. The recognition is Kohler's second award in three years from Consulting-Specifying Engineer after winning gold for the KD Series generator line in 2018.</p> <p>-2021, Kohler Power wins business intelligence group's sustainability product of the year award: Kohler Power, the data center industry's global power partner, announces that it has been named to The Business Intelligence Group's 2021 Sustainability Awards program, securing the Sustainability Product of the Year award. The Sustainability Awards honor people, teams and organizations who have made sustainability an integral part of their business practice or overall mission. Kohler was named a Sustainability Product of the Year winner for its Kohler Tier 4 Final KD Series Generator, an industrial-grade, diesel-powered generator that provides backup power for large hyperscale and regional global data centers. As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible.</p> <p>-2022, Kohler Co. wins mission critical 2022 top tier products for generators: As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. Kohler's Tier 4 Final KD Series Generator provides a key advantage, resulting in minimal maintenance demands for optimized continuity and maximized ease for users — all while meeting strict EPA-controlled sustainability requirements.</p> <p>-2022, Kohler Co. ranks in top 10 for 2022 fast company's best workplaces for innovators: Fast Company today announced its fourth annual Best Workplaces for Innovators list, honoring organizations and businesses that demonstrate a steadfast commitment to encouraging innovation at all levels. Kohler Co. is listed No.10 on the 100 Best Workplaces for Innovators list, named the winner of Fast Company's 2022 Best Workplaces for Innovators Sustainability list and a finalist on the Large Companies list.</p> <p>-2022, Kohler Power named to data center magazine's list of top 10 power supply and management companies: Kohler Power, the data center industry's global power partner, recently received international recognition for the critical role it plays in keeping data centers operational. Data Centre Magazine, a leading voice for the global big data and cloud industry, recently awarded Kohler Power the top spot on its list of Top 10 Power Supply and Management Companies.</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	Based on total sales approximately 20%.	*
21	What percentage of your sales are to the education sector in the past three years	Based on total sales approximately 15%.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kohler does not directly hold any agreements with local or state governments, however most cooperative purchasing agreements are held and managed by Kohler authorized distributors.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA MAS Contract number GS-07F-019DA generating multi-million dollars annually each year.	*

#### Table 4: References/Testimonials

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The Town of Amherst Water Utility	Rust Coombs	413-259-3163	*
Rathbun Regional Water Association Inc. – Water Treatment at Centerville, IA.	Rod Witt	641-647-2416	*
Central Arkansas Water Treatment located at Ozark.	Jim Ferguson	501-377-1298	*

#### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Restricted	Government	Maryland - MD	Due to classification status, cannot be shared.	Due to classification status, cannot be shared.	> \$20,000,000 (\$20M)	*
FAA	Government	Maryland - MD	Kohler generators and related equipment have supported the FAA for over 15 years providing backup power across 23 sites within the United States.	Large IDIQ contract consisting of several orders annually over 15 years.	>\$38,000,000 (\$38M)	*
GSA	Government	Maryland - MD	GSA Contract # GS-07F-019DA	Various generators, transfer switches, and switchgear ranging in size and scope.	\$3,300,000 (\$3.3M)	*
NOAA	Government	Missouri - MO	Backup generators supporting the National Weather Service's programs across the United States.	Over 100 backup generators to support various NOAA sites.	\$1,500,00 (\$1.5M)	*
Sourcewell	Government	Minnesota - MN	Various generators, transfer switches, and services under Sourcewell contract #120617-KOH	Several orders by Sourcewell customers from 2020 to 2022 ranging in various sizes.	\$17,610,432.31 (\$17.6M)	*

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

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

Line Item	Question	Response *	



26	Sales force.	<p>In North America, Kohler's 22's distributors employ over 300 field sales personnel that support customers 24/7/365 managing projects from cradle to grave. These field sales employees work closely with design/consulting engineers, general contractors, electrical contractors, and most importantly the end user to tailor custom solutions for their clients. Our distributors receive continuous improvement training on Kohler products and services and have access to the same technical information that our employees have at the factory level. Using a data driven approach, our distributor sales force are experts in communication and have developed a proven process to deliver solutions that go above and beyond customer expectations.</p> <p>Our distributor sales force is strongly supported by the Kohler field sales team consisting of dedicated account managers, sales directors, and regional sales managers in each distributor region. Within this high performing team, Kohler has engineering sales managers who work closely with our distributor sales force to answer technical questions and provide continuous training to ensure our distributors are up to date on Kohler products. Our sales force ensures total customer satisfaction before, during, and after the sale and maintains that satisfaction over the entire life of the product. We differentiate ourselves from our competitors by providing gracious customer service experiences and ensuring that our customers are our number one focus. In addition, we hold monthly meetings specific to government sales led by our dedicated Sourcewell account manager, and our own sales force and distributor sales force are educated specifically on Sourcewell and how to identify new customers and grow relationships with existing members.</p> <p>For more information about our distributor network, please see the attachment "Industrial Distributor Directory, G1405" in the additional documents section, and the "Kohler Proven Process" attachment.</p>
27	Dealer network or other distribution methods.	<p>Kohler holds a global presence of over 800 distributors and 10,000 dealers. In the United States and Canada alone our distributor and dealer network contain:</p> <ul style="list-style-type: none"> <li>-18 USA distributor headquarters</li> <li>-56 USA distributor branches</li> <li>-204 USA industrial dealers</li> <li>-4 Canada distributor headquarters</li> <li>-5 Canada distributor branches</li> <li>-22 Canada industrial dealers</li> <li>-2,000 residential dealers</li> </ul> <p>As described in the earlier question, Kohler's distribution network provides 24/7/365 support to all Kohler customers and is within 4 hours of even the most remote locations. We partner closely with our distributors and support their efforts in selling, promoting, and servicing all Kohler products and services. We provide our distributors with all the tools necessary to gain a comprehensive understanding of our products and services.</p> <p>Our distributors concentrate on their area of responsibility and are knowledgeable about local regulations within their area of responsibility, which is critical for Sourcewell customers. Our distributor network regularly attends training and meetings with Kohler to ensure they are up to date with Kohler products and regulations. We view our distributors and dealers as part of the Kohler family, and work closely with them to ensure that our customers are satisfied.</p>



28	Service force.	<p>Kohler has a nationwide dedicated service team that is available 24/7/365 that prides itself on providing a gracious experience for our customers. Kohler customers have the assurance of 24/7 emergency service and responsive aftermarket support. Certified and regularly trained, our factory-based technicians are always ready to offer post installation troubleshooting, advice, service, and support. All Kohler distributor technicians are certified in power generation, not just engines.</p> <p>Our service team provides:</p> <ul style="list-style-type: none"> <li>-24/7 availability</li> <li>-After market support</li> <li>-Installation/startup</li> <li>-Post sales service</li> <li>-Parts support</li> <li>-Repairs and overhaul</li> <li>-Training and documentation</li> <li>-Testing and commissioning</li> <li>-Supervision</li> <li>-Hands on technical support</li> <li>-Warranty support</li> <li>-Remote monitoring and diagnostics</li> <li>-Cost effective service plans</li> </ul> <p>100% of our service territory is covered by a Kohler certified technician within a maximum 4-hour radius as part of our distributor agreement. Our distributor network has access to complete inventories of Kohler genuine parts, and are factory trained technicians who have been fully vetted and rigorously tested to provide the level of customer support we expect. Our distributors are required to complete an extensive training process to become subject matter experts for our products. Our service team provides world-class customer service. We are 100% self-servicing and certified to service and repair all the products sold.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process for Sourcewell will mirror the current process Kohler has successfully implemented on the contract. Kohler will leverage its distributor network to work closely with the end user to develop a custom quote to meet the customer's specification based on the location of the Sourcewell customer. A dedicated Kohler Sourcewell account manager will work closely with the distributor to correctly identify/code the Sourcewell order so the proper discounts are applied, and that the administrative fee is appropriately captured.</p> <p>In addition to the equipment, the distributor will be able to quote any additional services requested by the customer, which will be broken out as separate line items identified as services. Each quote will clearly identify the Sourcewell member discount in a manner that is easily understood by the customer, so that all parties have visibility to the discount. The Kohler distributor will convert the quotation into a purchase order (PO) via an electronic system, and Kohler will acknowledge the PO with an estimated ship date so that the distributor can relay this information to the Sourcewell member. All Sourcewell quotations and POs will have the appropriate Sourcewell contract number on it and will be closely monitored by the Kohler account manager to ensure compliance of the contract. Kohler's internal business system allows us to easily search each month/quarter for reporting and auditing purposes. All Kohler distributors have a dedicated Sourcewell point of contact who will handle supplying order updates and answering inquiries from the Sourcewell member.</p> <p>Finally, Kohler has a website URL dedicated to assist end users find the right distributor, and a dedicated Kohler point of contact to help with any questions with this process. Kohler's Sourcewell account manager will also be available to guide existing and prospective Sourcewell members through any questions that may arise.</p> <p>Link to distributor locator:  <a href="https://kohlerpower.com/en/generators/industrial/distributor-locator">https://kohlerpower.com/en/generators/industrial/distributor-locator</a></p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service team is available 24/7/365. We understand the importance of maintaining a proper emergency electrical standby power system to protection against property loss and life safety operations during emergency situations resulting from a blackout. Kohler distributors have service technicians on-call 24/7/365. Response time is typically less than 2 - 4 hours, even in remote parts of the country as many technicians operate remotely from the offices so they can respond faster when needed.</p> <p>The after-sales support portion of our business is important to Kohler and its distributors. Kohler has a vast comprehensive network of authorized distributors across North America to offer sales and service support for Sourcewell members at all stages of a project. Each distributor must have an appropriate number of qualified technicians located in the correct locations to help minimize travel time as well as provide a quick response time.</p> <p>Kohler Power Systems has a dedicated phone line (1-800-544-2444) to redirect calls to the local distributor for the fastest possible response time.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kohler is eager to continue supplying products and services to current and prospective Sourcewell entities in the United States. Since first becoming a partner of Sourcewell in 2018, we have made Sourcewell a key strategic business initiative, and the results have been remarkable. Sourcewell sales are closely tracked and reported monthly in our meetings with distributors, and part of our scorecard process is dedicated to Sourcewell. Kohler is dedicated to its partnership with Sourcewell to support state governments, local governments, and education by helping entities save time and money by using the Sourcewell contract vehicle.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Like the response for North America, Kohler and our Canadian distributors are ready to continue supporting products and services to Sourcewell participating entities in Canada. Our Canadian distributors receive the same level of training and education regarding Sourcewell that our US distributors receive, and we specifically tailor their scorecards for the Canadian market.</p> <p>We work closely with our distributors in Canada to educate them on Sourcewell/Canoe and look forward to continuing this relationship.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Kohler can sell to and service all 50 states and 10 providences of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Kohler is proposing all parts of RFP #092222 "Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services" except for Ground Power Units. Everything contained in this proposal is available to all entity sectors with no restrictions to the participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Kohler and two distributorships can serve Alaska, Hawaii & US territories along with local authorized dealer with the same level of service as the continental US and Canada.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Kohler has a dedicated website that advertises Sourcewell and Canoe (<a href="https://kohlerpower.com/en/generators/industrial/cooperative-purchasing">https://kohlerpower.com/en/generators/industrial/cooperative-purchasing</a>). We consistently post on social media regarding our partnership with Sourcewell, and have brought Sourcewell marketing material to trade shows as well as distributor headquarters openings. Our distributors have Sourcewell information on their websites, and consistently post about Sourcewell opportunities. We have trained our sales force to advertise Sourcewell by encouraging end users to sign up as members, highlighting how simple it is to become a member and the benefits of doing so. The effectiveness of this approach is highlighted by our rapid sales growth on the contract from 2018 to 2022, and we expect to further continue this growth in 2023 and beyond.</p> <p>In 2022 Kohler launched a pilot that consisted of a joint marketing campaign using digital data between TAW, Kohler, and a third-party marketing agency to target potential Sourcewell customers. This pilot will be expanded in 2023 to all 22 distributors based on the success we have seen resulting from this campaign. Our sales force and marketing teams are well versed in promoting Sourcewell to new and existing customers.</p> <p>We have plans in 2023 to launch a corporate marketing campaign partnering with Kitchen and Bath that drives a call to action from targeted markets to drive sales through both contracts if awarded specifically targeting prospective and existing Sourcewell customers.</p> <p>Please see attached "Marketing Plan Examples" for examples of Sourcewell related marketing that Kohler and our distributor network has created specific to Sourcewell.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned in the earlier question, Kohler recently launched a pilot that used digital data to drive growth specifically on the Sourcewell contract. We plan to expand this campaign across all 22 distributors in 2023 and set up a corporate marketing campaign leveraging technology and digital data to enhance our marketing effectiveness.</p> <p>Kohler is active in all forms of social media, and all Kohler distributions have their own websites that are linked to the <a href="http://www.kohlerpower.com">http://www.kohlerpower.com</a> website. It is also a requirement on our distributor scorecard that our distributors are actively promoting and marketing Sourcewell on their websites and/or social media.</p> <p>Kohler has developed a sizing program in our "Power Solutions Center" that is available online to customers to help spec and size their power system, and provides them with technical and pricing information at the click of a button.</p> <p><a href="https://kohlerpower.com/en/generators/industrial/sizing-program">https://kohlerpower.com/en/generators/industrial/sizing-program</a></p> <p>Links to social media:  LinkedIn: KOHLER Power – Generators (14,586 followers)  <a href="https://www.linkedin.com/showcase/kohlerpower/">https://www.linkedin.com/showcase/kohlerpower/</a></p> Twitter: KOHLER Power – Generators (6,961 followers) <a href="https://twitter.com/KOHLERPower">https://twitter.com/KOHLERPower</a> YouTube: Kohler has 12 feature specialized channels. <a href="https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIG0g">https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIG0g</a> Facebook: Kohler Power – Generators (338,266 followers) <a href="https://www.facebook.com/KOHLERPower/">https://www.facebook.com/KOHLERPower/</a> PowerSource E-newsletter – featured articles and stories are sent monthly to anyone that signs up. All Sourcewell members and prospective members would be eligible for this newsletter.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell has grown from a small, local purchasing cooperative to a national leader in public contracts. This growth is attributed to Sourcewell's focus on helping its members reduce time and money spent on acquiring goods and services. Kohler views Sourcewell's role in promoting contracts as a close partnership with Kohler to collaborate and launch Sourcewell specific material to current and prospective customers. Sourcewell has proven to be a trusted advisor to Kohler in helping establish consistent mutual growth on the contract, and we look forward to growing this relationship. Both parties play an integral role in working together to promote the Sourcewell contract, and the success is shown by Kohler's continued growth since being awarded the contract.</p> <p>Kohler has fully integrated the Sourcewell contract into its sales process shown by the rapid sales growth from 2018 to 2022, and the close partnership built with Sourcewell over the years. To ensure this success continues, we will conduct a "refresh training" course with all distributors and internal staff supporting Sourcewell.</p>	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly engineered and customized products we offer, e-procurement is not conducive to a gracious customer experience. However, all orders that our distributors receive are handled using an electronic ordering system providing complete visibility to order status. As mentioned in a previous response, we do have an online sizing program available that customers can use to spec and size generator requirements that provides a hassle-free estimate and technical info. This information can quickly be turned into a quotation or purchase order after review by the Kohler team.
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product, equipment, maintenance, and operating training are key services that Kohler and our distributors provide that are unique to each customer requirement. During the startup/commissioning process our technicians are available to train end users on our products, and though these trainings are standard and optional they are provided at an added cost aligned with the 5% discount Kohler is proposing described later in the proposal.
41	Describe any technological advances that your proposed products or services offer.	<p>-Kohler is the first generator manufacturer to offer factory direct Hurricane-Rated Enclosures on our industrial stationery gas and diesel generators. Kohler meets both ballistic and wind load certifications per the Florida Building code requirements and 185 mph wind load rating to protect your generator from hazardous weather.</p> <p>-AMP603 generator controller is an intelligent, touch screen database loaded with all the generator information (and controls) you need. Whether you want to customize your screen navigation, download data for deeper analysis or parallel with load and generator management, this controller offers it all. It also continuously monitors and manages operating conditions to protect your generator from damage and ensure ultimate reliability, flexibility, and performance. See "APM 603 G12525" for more detailed information.</p> <p>-eFRAME Enclosure – Kohler has designed a range of enclosures specifically geared to accommodate Kohler generators. This allows for complete customization with the luxury of shorter lead times. The eFRAME walk-in enclosure is ideal for mission critical applications including data centers, water utility, and healthcare facilities. It has a custom-designed modular enclosure that is easily accessible for service without having to disconnect the generator, and has four external lifting eyes for easy site installation. The exterior is fade, scratch, and corrosion resistant. For more information please see "eframe enclosure g12545" attachment.</p> <p>-Paralleling Box – the mobile paralleling box allows the connection of 2 generators to one distribution bus. It provides contactors to connect to and disconnect from the bus, eliminating the need for motorized breakers for each generator set. Up to 4 boxes and 8 generators can be connected to single distribution bus. This helps provide redundancy in case a single generator fails allowing the remaining generators to pick up the load. It also allows multiple generators to be paired together to increase your kW output. See "mobile p-box" attachment for more information.</p> <p>-Paralleling Switchgear- Kohler paralleling switchgear systems are designed to manage your power needs by carefully monitoring and adjusting the load between generators that have been installed to work in tandem. As switchgear technology continues to advance, Kohler leads the charge with product enhancements keeping your system current, so you have reliable power that can be easily serviced. Our upgrades use the latest programmable logic control (PLC) and human interface (HMI). Upgraded system with a new PLC updated software for a more efficient and robust operation allows for acceleration of troubleshooting should the need arise. For more information reference "G12542 Paralleling Switchgear Upgrades".</p> <p>-KD Series, EPA Certified Tier 4 Final, No DPF (Diesel Particulate Filter). No DOC (Diesel Oxidation Catalyst). With only an SCR (Selective Catalytic Reduction), we have removed all those complicated aftertreatment specifications. Not only that, since these generators are built for prime power and peak shaving, your clients can save big on utility bills. It also allows greater flexibility for installations. This product won the 2021 Sustainability Award and is built for the most critical jobs on earth. For more information see the "KD Series Spec g12506" attachment.</p> <p>-Kohler gaseous generators ranging from 25-1300kW are tailored and targeted to your specific job requirements. Unlike most generator models, every Kohler generator is designed to work precisely for standby, prime, or continuous applications. Every model is available EPA-certified to meet operational requirements on pipeline natural gas. For more information see "G12349 Gas Generators" attachment.</p>



		<p>-HVO is made from waste products and residues such as vegetable oils, animal fats, and used cooking oils. It is 100% fossil-free and 100% recycled, and can reduce carbon emissions from your mission-critical power systems by up to 90%. Our generators are fully compatible with HVO and can be mixed in engines with diesel with no impact on performance; so, it is not just mission critical, it is planet critical too. For more information visit: <a href="https://hvo.kohlerpower.com/">https://hvo.kohlerpower.com/</a></p> <p>-Our automatic transfer switches (ATS) have a new line of electrically operated bypass-isolation transfer switches that are designed to interface with KOHLER generators and paralleling switchgear. The new line of electrically operated bypass-isolation transfer switches, available as standard (KAS) and programmed (KAP) transition configurations, features advanced, single-touch controls allowing users to transfer critical loads between power sources.</p> <p>-In January of 2022 Kohler acquired Curtis Instruments, a leading electrification partner to OEMs across a broad range of markets. Curtis' product portfolio spans motor speed controllers, HMLs and instrumentation, power conversion, CAN modules and other accessories. With a deep roster of talent across five engineering centers, Curtis also develops advanced IOT solutions for its customers. The acquisition expands and diversifies Kohler's power portfolio by leveraging Curtis' electrification expertise with Kohler's well-established gasoline and diesel engine business to best serve off-highway OEM customers.</p> <p>-In 2022 Kohler also acquired Heila Technologies, a modular energy platform designed to advance a more modern, cleaner energy supply by simplifying the integration, operation, optimization and scale-up of DERs. Its decentralized system provides unparalleled automation and modularity, dramatically reducing system complexity and cost while increasing resiliency and reliability.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Kohler's growth and success since its founding in 1873 have been built on a solid foundation of honest and fair behavior and a culture of ethical leadership. As a dynamic and purpose-driven company, we stay focused on controlling what we can by practicing our mission, abiding by our guiding principles, and making sure we do all we can to leave the world a better place.</p> <p>Kohler ranked 45th in the EPA's green Power Partnership list of largest consumers of renewable power in 2021, with 100% of the electricity for US and Canada operations coming from renewable sources such as wind and solar.</p> <p>For information on Kohler Co's 2021 environmental, social, and governance report please visit the following URL:  <a href="https://kohler.dirxion.com/BelieveInBetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/">https://kohler.dirxion.com/BelieveInBetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/</a></p> <p>In 2022, Kohler announced the offering of mission-critical diesel generators is compatible with Hydrotreated Vegetable Oil (HVO), marking a significant breakthrough in the usage of alternative fuels in backup power. HVO is made from waste vegetable oils and other feedstocks, provides a high-quality slot-in alternative to fossil diesel that can reduce carbon emissions by up to 90%. It is a liquid fuel that can be used in existing infrastructure, such as mission-critical generators, without any modifications. And it has complete blending compatibility with fossil diesel, providing end-users with total flexibility in their operations meaning that you can mix the two or use either/or as fuel. For more information visit: <a href="https://hvo.kohlerpower.com/">https://hvo.kohlerpower.com/</a></p> <p>Please see "Kohler Co 2021 Environmental Social Governance Report" attached for more details and HVO sell sheet in the additional documents section.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are committed to leaving the world a better place than we found it and are working toward net zero environmental impact by 2035. For us, this means reducing or offsetting all greenhouse gas emissions for Kohler operations (scope 1 and 2) and sending zero solid waste to landfill; developing innovative energy- and water-saving products and encouraging people to act. See the report below for more details.</p> <p><a href="https://kohler.dirxion.com/believeinbetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/">https://kohler.dirxion.com/believeinbetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/</a></p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Kohler is considered a large business but most of our distributors are considered small businesses. In addition, we partner with 2 companies:          Native Instinct - SDVOSB (CVE)          OLB Associates LLC - Woman Owned Small Business (WOSB)</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What makes Kohler unique is our obsession to supply resilient mission-critical power, but to do so innovatively, responsibly, and sustainably. Unlike many of our competitors, Kohler is a privately held family business that has been in operation for over 150 years, and our customers can expect to be treated as such. We are the only company that is solely dedicated to power. Our product offering will continue to adapt to the regulatory and environmental changes of the market.</p> <p>We have the designers, engineers, and vision to deliver constant innovation in mission-critical power generation. Our customers are our #1 focus, and our distributors are a direct extension of the Kohler family that are experts in selling and servicing our products. Unlike some of our competitors who are large public firms, we reinvest more than 90% of our earnings into our private family-owned business.</p> <p>We pride ourselves in product development and customer service in supplying a gracious experience for our customers. We have evolved from a power generator company to developing new products such as battery storage, microgrids, fuel cells, and other renewable energy products to serve our customers' power resiliency needs. There is no job that is too big or too small, and we will work with the customer during every step of the process.</p> <p>Government agencies, public and private schools/colleges, tribal government, and nonprofit organizations have relied on Kohler over the last 100 years. We are a turnkey solutions provider that can engineer, procure, and integrate power systems. From first contact through planning, project execution to maintenance, Kohler provides you with complete end-to-end support. Our dedicated project team assesses your project scope, requirements, and challenges, and supplies full support and transparency throughout every stage of the project. By working closely with you, we ensure that your project is equipped with reliable, custom-designed power systems tailored to your specifications and budget.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes, our standard warranty covers all products, parts, and labor. We offer warranties ranging from 1 year up to 10 years.</p> <p>For more information on warranty, please see the attachments under the warranty information. The ZIP file attached "Warranty Policy and Procedures" has all relevant warranty info.</p> <p>TP5180 – Warranty Policies and Procedures  TP5374- Stationery and Prime Power Warranty  TP5820- Warranty Program Features  TP6170- Industrial Trailer Mounted</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, warranties are available ranging from 1-year/2000 hours, whichever occurs first through optional 10-year warranties. Per EPA (Environmental Protection Agency) laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and mobile diesel powered (CI) units EPA T4 Certification is required, or EPA certified (SI) Gas engines need to be used. These restrictions do not necessarily affect the warranty but misuse/application of EPA law is illegal. Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. For more detailed information, please see the ZIP file attached in the warranty information section.</p> <p>Please see TP5374 mentioned in previous response, as well as TP5820 "Industrial Generator Set Limited Warranties" that provides more details on the various warranty options.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, the standard warranty includes up to 150-, 200- or 300-miles round trip with travel time included depending upon the product category and covers the expenses of technicians travel time and mileage to perform warranty repairs. The ZIP file mentioned previously has all relevant information.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>We have service available in all regions supported by the Kohler service team and distributor service network. Sourcewell entities will be provided service for warranty repair from our distributor network supported by the Kohler service team at the factory. The local distributor in the Sourcewell entity's location will be the primary point of contact for service issues, and if any issues arise the dedicated Sourcewell account team from Kohler is there to help available 24/7/365.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Everything included in the Kohler proposal is covered by a Kohler warranty as Kohler is the manufacturer of these parts. There are no third-party items included in the Kohler proposal. If other items are negotiated between the Sourcewell member and local Kohler distributor, warranty on those items will be by other coverage not applicable in this agreement/proposal.</p>
51	What are your proposed exchange and return programs and policies?	<p>Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically, damaged, or defective product is promptly repaired in the field at site by the local Kohler distributor and if needed with factory help.</p> <p>Please refer to the attached ZIP file in the warranty section for detailed information.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Kohler distributors provide and renew service contracts every day for Kohler Power Systems products. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual, or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services unique to each customer. Kohler is offering a 5% discount on these services to Sourcewell members discussed later in the proposal.</p>

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Traditional payment terms are net 30. POs will come from Sourcewell members to the local Kohler distributor, and as such the terms will be detailed on each quote/order. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work and can be flexible to support end user requirements.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kohler does not offer such programs; however, Kohler distributors may be able to assist Sourcewell members with leasing or financing options depending on the scope of work under the services category of products offered.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard process and template that we use to ensure that Sourcewell members receive the correct discount, and that the administrative fee is captured. Attached is a sample of the Sourcewell pricing template that we provide to our distributors. The pricing template contains the Sourcewell contract number, logo, and discount clearly highlighted to the customer. You can see the Sourcewell contract number at the top of the document. All documentation is provided to Sourcewell members through our distribution network who provide their own unique documents to the Sourcewell members.  Please see, "Blank Sourcewell Copy Template" for an example.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sourcewell orders are fulfilled through our distributor network. Our authorized network of distributors can accept p-cards or credit cards as a form of payment, with an average transaction fee of 2% to the customer.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To ensure Sourcewell members can easily procure products at competitive discounts, Kohler is offering a simplified discount model that will be easily understood by the Sourcewell member. Due to the customizable nature of the products involved, Kohler is providing a discount off the configured list price. Freight, start-up, training, and maintenance agreements will be considered services. The discounts offered to Sourcewell members are better than what is widely available to non-members. Kohler does have the ability to offer additional discounts on a case-by-case basis to Sourcewell members.  We are offering the following discount percentages off configured list price: -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% off list price for services  The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The product pricing that Kohler is proposing is a discount off “configured list price” due to the customizable nature of the products offered in this proposal. The discount off configured list price will be taken off the final bill of material once configured by the Kohler distributor and confirmed by the Kohler account manager following the proposed discount structure below. For services Kohler is proposing a 5% discount off list price.</p> <p>-30% for gaseous generator products  -32% for diesel generator products  -30% for industrial ATS (automatic transfer switch)  -30% for residential products  -5% for services</p> <p>The attached document titled, “Kohler Sourcewell Pricing 2022” holds further details on the products and services offered.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>These discounts and rebates are considered on a case-by-case basis because in Kohler’s experience most projects typically involve just one electrical power system. In cases where multiple systems are quoted/purchased at the same time, Kohler will review the opportunity and give a one-time consideration to provide an extra discount to the customer. If multiple units are purchased Kohler can consolidate freight to minimize cost for the end user. Rebate programs are not typical in this product line/industry as most customers purchase one or less electric power systems per year, however if larger volumes are purchased, we will review a volume discount on a case-by-case basis.</p>	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Sourced, open market, or nonstandard options will be priced and fulfilled by the local Kohler authorized distributor per the Sourcewell discount schedule off list price at a 5% discount to Sourcewell customers. Some of these items can include fuel, storage tanks, testing/permits, service contracts, rental equipment, and parts.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Kohler does not automatically include freight costs at time of bid. Sourcewell members can request a Kohler preferred carrier freight quote through their distributor if they wish. If Sourcewell members can obtain freight at a lower rate, Kohler will mark the order as customer pick-up, FOB origin.</p> <p>Installation is performed by others due to coordination involving 3rd parties (i.e., architect, engineers, general contractors, and sub-contractors) to ensure building codes and inspections are met. Installation, supervision, start-up, and training will be quoted by the Kohler distributor and listed as separate line items as a service aligned with the 5% discount proposed.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight is quoted FOB Sheboygan, WI, 53083. Freight cost is determined by the size of the equipment and the shipping method required. The smaller product can be shipped by LTL (Less Than Truckload), whereas larger product requires specialized trailers such as drop deck, double drop, and low-boys, and can even require multiple trucks. Kohler is not involved in the arrangement of on-site delivery and off-loading. That is arranged through Kohler’s authorized distributor, Sourcewell member, and necessary onsite personnel. If special equipment is required for installation, like cranes, quotes will need to be obtained through a 3rd party.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska, Hawaii, or any offshore deliveries that require multiple-stage shipments and are quoted FOB Kohler. The first leg of the shipment is handled the same as if it were delivered to a site in the continental United States. The difference is that the first destination will be to a port on the coast where the equipment will be loaded onto a barge then shipped via ocean to its second destination. Canadian shipments will follow the same process as shipping to the lower 48 states. Special guidelines are followed by truckers when traveling over ice roads in northern territories to ensure the safety of equipment and driver. Whenever product leaves the United States proper export and import documents are maintained by Kohler’s international traffic team to ensure smooth crossing at the border. Kohler can help in coordinating export packaging, if necessary, through a third party.</p>	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Two unique delivery methods that Kohler offers are the preferred carrier program for generators 700kW+ and split shipments. Through the preferred carrier program, Sourcewell members can capitalize on Kohler's partnership with local carriers. This benefit offers lower freight rates and peace of mind in knowing that equipment is being moved by the best in the industry. Split shipments are available when some equipment, like an Automatic Transfer Switch, is needed on site before the generator so that certain on-site construction can continue.	*
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**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Kohler uses an SAP based business system and extends this system to all distributors. All quotes, purchases, and deliveries are made via this system, which makes monitoring activity seamless. We perform monthly, quarterly, and annual reports through this system to ensure Sourcwell entities receive the proper pricing, and correctly report all sales through the contract each quarter. Kohler has developed a dedicated dashboard within PowerBI to Sourcwell quotes and orders/sales providing visibility to all Sourcwell related activity. All Sourcwell quotes are verified by Kohler personnel prior to being sent to the customer to ensure that all terms and conditions are properly followed.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Kohler currently tracks all Sourcwell related activity in a dedicated PowerBI dashboard that shows all quote and order activity. We have visibility to all quotes and orders received as well as shipments. These metrics can be filtered down by each distributor and are presented at monthly meetings with each distributor to track and measure performance. Our data analytics group continues to make improvements to the dashboard, and it has visibility to all levels of the organization. Utilizing this dashboard, we can drill down from high level quote/order activity to the specific job that was quoted allowing us to measure contract success.</p> <p>A representative sample of internal metrics we have found as good indicators are the following:</p> <ul style="list-style-type: none"> <li>- Number of opportunities identified</li> <li>- Quote Net (\$)</li> <li>- Order Net (\$)</li> <li>- Win rate %</li> <li>- Repeat customers</li> <li>- Number of new customers</li> </ul> <p>Kohler is open to tracking additional metrics as suggested by Sourcwell in the future as part of a collaborative process together.</p>
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Kohler is proposing the same general administrative fee which led to more than \$15M in sales over the term of the contract; not including the \$8M year to date in Sourcwell orders we have received this year. We expect even greater results in the next contract as our partnership with Sourcwell continues to grow and evolve.</p> <p>Kohler proposes a 2% fee of Kohler FOB net invoice price on equipment, which will exclude services, "open market", or "nonstandard items" such as freight, start-up, services, maintenance agreements, and training. Kohler will offer the customer a 5% discount on these items, but requests this to be excluded from the administration fee.</p> <p>For single projects exceeding \$2,000,000 (\$2M), Kohler will increase the administrative fee to 3% for that order.</p> <p>If Kohler coordinated Pre-Pay and Add freight is used, it will be treated as a service and not included in the administration fee. The discount will be limited to Kohler FOB bill of material and will exclude open market or nonstandard options that may be supplied by others.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you	We offer a full line of diesel and natural gas generators, which include mobile generators with trailers. We also offer the necessary equipment to supplement



are offering in your proposal.

generator purchases including Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions.

Our distributor network can also offer a variety of services, custom enclosures, fuel tanks, automatic transfer switches, and much more. To further enhance the Sourcewell members' experience and product offerings, our distributor network can supply rental equipment across the United States and Canada. A detailed description of Kohler's offerings is listed below.

**Industrial Generators:** We offer diesel generators ranging from 7 to 4,000kW, which is the largest standby generator on the market today. Our gaseous generators range from 25kW to 10,000kW and can be paralleled for a total of 100MW of power. The Kohler KD Series engines supply unparalleled power density and exceptional fuel economy. Think about the most important places in the world: hospitals, airports, data centers, water treatment plants, etc. Those are the places we protect. The ones that absolutely must have power—no matter what. And with diesel generators ranging from 7 to 4,000 kW, there are no jobs too small, no buildings too big. Kohler diesel generators are available EPA-certified. You can customize them any way you like with a variety of accessories. Our EPA-Certified Tier 4 final generators are the simplest tier 4 generators on the market and are trusted to supply power to critical infrastructure.

**Residential Generators:** Our standby and portable generators protect sensitive electronics from power surges and outages available in natural or LP (Liquid Propane). We also offer compatible automatic transfer switches that monitor the electricity coming from the utility, and when needed signal the generator to start within seconds. Our standby generators range from 6kW to 150kW, and our portable generators range from 1.8kW to 9kW. The smallest 1.8kW portable generator is solar powered and can generate 1440 watts of continuous power.

**Mobile Generators:** Our mobile generators range from 30kW to 175kW and are Tier 4 EPA-emission-certified for nonroad use with 110% containment of fuel, oil, and coolant. They are designed to be easy on the environment and have no DPF (diesel particulate filter) for a smaller overall footprint without DPF maintenance. Cooled exhaust gas recirculation (EGR) helps achieve the industry's toughest emissions standards. Ultraefficient performance provides savings for our customers. Tier 4 Final engines with lower operating costs give you heavy-duty power for any demanding application. Some of the standard features are:

- Trailer mounted
- Three-position selector switch: 277/480 V 3 Ph, 120/208 V 3 Ph, 120/240 V 1 Ph
- Two-way fuel valve easily switches from onboard to external fuel source
- Convenience receptacles: two 120 V, 15 A duplex outlets; and three 250 V, 50 A outlets
- Cold-weather package including block heater and battery heater
- Kohler Decision-Maker 3500 digital controller features user-friendly displays and keypad functions, plus advanced network communications for remote system monitoring and diagnostics

**Automatic Transfer Switches (ATS):** We offer customizable transfer switches ranging from 30 to 4,000 amps that are available in standard, bypass-isolation, and serve-entrance configurations. Our ATS products can be open, closed, and programmed transition with either breaker based or contractor-based configurations. When the grid fails, power is transferred to the standby system. And then it is back to business as usual.

**Paralleling Switchgear:** Whether your needs are for emergency, prime power, interruptible rate, or peak shaving applications, Kohler has the switchgear to back them all up. When it is time to spec, our team will take care of you every step of the way—from concept to startup. And we will engineer custom switchgear to meet your needs.

**Kohler Power Reserve:** For homes and businesses with solar panels, Power Reserve stores the solar energy gathered throughout the day and reserves that energy for use whenever you want it. The power reserve is compatible with any solar panel installation and can provide up to 7.6kW of continuous power. The system stores excess solar energy throughout the day and then uses that energy to power your home or business at night. We also have a 5kWh battery expansion available that can be added to the system.

Other services including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service, and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services will be provided by Kohler's distributor network at a 5% discount to Sourcewell customers.

Not to be confused for portable/towable generators that Kohler does provide, Kohler



		<p>does not supply Ground Power Units.</p> <p>Please see the following attachments for more detail on specific products:</p> <ul style="list-style-type: none"> <li>- G125-18, Brochure, Full Line Industrial</li> <li>- G12458, Brochure, Standby and Portable Full Line</li> <li>- G12-429, Brochure, Consumer, Res/Commercial</li> </ul>	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>- Products, which include gaseous, diesel, industrial ATS, and residential</li> <li>-Services</li> </ul>	*

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please note that Ground Power Units are not being proposed in this proposal, Kohler does not manufacture Ground Power Units.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kohler is offering Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools as part of this proposal.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kohler is offering these services through our distributor network at a 5% discount to Sourcwell members.	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Kohler Sourcewell Pricing 2022.pdf - Friday September 16, 2022 09:02:51
- [Financial Strength and Stability](#) - Financial Information.zip - Wednesday September 14, 2022 11:54:23
- [Marketing Plan/Samples](#) - Marketing Plan Examples.zip - Wednesday September 14, 2022 11:55:17
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Policy and Procedures - Kohler ZIP.zip - Friday September 09, 2022 12:38:19
- [Standard Transaction Document Samples](#) - Blank Sourcewell Copy Template 4.4.2022.docx - Wednesday September 14, 2022 11:55:54
- [Upload Additional Document](#) - Additional Documents - References, Spec Sheets, Etc..zip - Wednesday September 14, 2022 11:59:49

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 4_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1

## ASSIGNMENT OF AND AMENDMENT TO CONTRACT # 092222-KOH

THIS ASSIGNMENT AGREEMENT is effective upon the date of the last signature below, and is by and among **Sourcewell; Kohler Power Systems**, N7650 Lakeshore Dr., Sheboygan, WI 53083 (**Kohler**); and **Discovery Energy, LLC**, 200 Twin Oaks Rd, Kohler, WI 53044 (**Supplier**).

Sourcewell awarded a contract to Kohler to provide Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services for use by Sourcewell and its Participating Entities, effective November 23, 2022, through November 22, 2026 (Contract).

Kohler wishes to assign the Contract to Supplier; and the assignment provision of the Contract requires assignment only upon written consent of Sourcewell.

1. Kohler wishes to assign to Supplier all of Kohler’s rights, responsibilities, and other provisions set forth in the Contract, Sourcewell Contract Number 092222-KOH.
2. Supplier has obtained a copy of the Contract from Kohler, and certifies it will comply with the terms of the Contract as executed Kohler and Sourcewell, except as amended below. The parties agree this assignment is unconditional and without recourse.
3. Kohler and Supplier jointly and severally represent and warrant to Sourcewell that:
  - a. Kohler is not in default of any of its obligations under the Contract;
  - b. Supplier is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
  - c. Kohler and Supplier request consent from Sourcewell to this assignment; and
  - d. Supplier accepts assignment of the provisions of the Contract.
4. In consideration for the above, Sourcewell consents to the assignment.

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

### Sourcewell

### Kohler, LLC

By: DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489... \_\_\_\_\_

By: *Ryan Bowen* \_\_\_\_\_

Jeremy Schwartz, Director of Operations/CPO

Title: Vice President – Power Solutions

Date: 4/12/2024 | 11:01 AM CDT

Date: Apr 11, 2024

### Discovery Energy, LLC

By: *Ryan Bowen* \_\_\_\_\_

Title: Vice President – Power Solutions

Date: Apr 11, 2024