

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems, S45 W29290 Highway 59, Waukesha, WI 53189 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or replacement, at Vendor's sole discretion, pursuant to the applicable warranty. If the damage is not readily apparent at the time of delivery, and provided Sourcewell or its Participating Entities in no way contributed to such damage, Vendor must permit the Equipment and Products to be repaired or replaced 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. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition, if such condition is not repaired by Vendor under Vendor's warranty.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to 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.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligent acts or omissions of Vendor, or Vendor's agents or employees, in the performance of this Contract; 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 and applicable operating documentation.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws; provided that Vendor will have no indemnification obligation for such suits, claims, judgments, or costs arising out of or in connection to the specifications provided to Vendor by Sourcewell or any of its Participating Entities.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to 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 also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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

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

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

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to the date of cancellation.

Sourcewell

Generac Power Systems

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Shreyas Patel
832451CD52CB4CE...

By: _____

By: _____

Jeremy Schwartz

Shreyas Patel

Title: Chief Procurement Officer

Title: President Industrial Solutions

5/4/2021 | 3:47 PM CDT

5/4/2021 | 7:12 AM PDT

Date: _____

Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

5/4/2021 | 3:49 PM CDT

Date: _____

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

Vendor Details

Company Name: Generac Power Systems
S45 W29290 Hwy 59
Address: Waukesha, WI 53189
Contact: Lynn Jones
Email: lynn.jones@generac.com
Phone: 920-230-1280
Fax: 920-230-1201
HST#: 39-0963276

Submission Details

Created On: Tuesday January 19, 2021 08:40:46
Submitted On: Thursday March 11, 2021 08:30:27
Submitted By: Lynn Jones
Email: lynn.jones@generac.com
Transaction #: f6a4c445-8c95-4ec9-b623-b405483cf96d
Submitter's IP Address: 165.225.61.113

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	<p>GENERAC POWER SYSTEMS S45W29290 Highway 59 Waukesha, WI 53189 USA</p> <p>DR POWER Equipment 800 Hinesburg Road South Burlington, Vermont 05403 USA</p> <p>Mean Green Products 4404 Hamilton Cleves Rd Hamilton, OH 45013 USA</p>
2	Proposer Address:	See number one above please.
3	Proposer website address:	<p>www.generac.com www.drpower.com www.meangreenproducts.com</p>
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>Shreyas Patel President, Industrial Solutions Generac Power Systems Inc. S45 W29290 Hwy 59 Waukesha WI 53189 shreyas.patel@generac.com 262-544-4811, ext. 2400</p>
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Lynn Jones Account Manager, Government Sales Generac Power Systems Inc. S45 W29290 Hwy 59 Waukesha WI 53189 lynn.jones@generac.com Telephone: 920-230-1280</p>
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Thomasina Magoon Marketing Specialist DR Power 800 Hinesburg Road South Burlington, Vermont 05403 Thomasina.magoon@drpower.com Telephone: 262-544-4811, ext. 6753</p> <p>Matt Donohue VP Retail Sales & Distribution Generac Power Systems Inc. S45 W29290 Hwy 59 Waukesha WI 53189 matt.donohue@generac.com Telephone: 262-544-4811, ext. 2780</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

Generac has been in the power generation business for over 60 years. Founded in 1959 by Robert Kern in Waukesha, WI, Generac was the first to engineer affordable home standby generators, along with the first engine developed specifically for the rigors of generator use.

Today Generac Power Systems, Inc. – a publicly traded company (GNRC-NYSE), employs approximately 5,400 employees and is a leading designer and manufacturer of a wide range of ground maintenance, power generation equipment and other engine powered products serving the construction, residential, light commercial, industrial, and government markets. We have over 450 engineers on staff and over 90 U.S. and international patents and patent applications.

Formally known as Country Home Products, DR Power Equipment has been manufacturing and selling professional grade outdoor power equipment since 1985. In 1987 the invention of the DR Trimmer Mower ushered in an all-new category in outdoor chore power equipment. In 2015, DR Power Equipment became a subsidiary of Generac Power Systems, Inc. manufacturing an extensive line of gas-powered outdoor power equipment and distributed through our growing independent dealer network, retail partners, and direct-to-consumer channel.

Beginning in 2008, Mean Green Mowers founders, Joe Conrad and son, Matt, designed and built the first Commercial ZTR, all electric mower in their garage. Since then, their talented core crew of craftsmen have developed innovative, common sense, commercial electric mowers and have changed the way consumers view electric powered equipment by building an electric mower that would be much quieter, produce zero emissions, have minimal routine maintenance, and pay for itself in fuel savings. In September of 2020, Mean Green Mowers became a subsidiary of Generac Power Systems, Inc. manufacturing an extensive line of electric mowers and “Leading the Electric Mower Revolution.”

With its North American headquarters in Waukesha, WI, Generac Power Systems products (including DR Power Equipment and Mean Green Mowers) are available through a broad network of independent dealers, distributors, retailers, wholesalers and equipment rental companies, as well as sold direct to certain end users. We also have a global manufacturing, distribution, fulfillment and commercial footprint with facilities located in the U.S., Canada, Latin America, Europe and Asia (see Figures 1 & 2 in Figures attachment).

As part of our “Powering Our Future” Corporate Strategy, our company’s key initiatives are outlined in Figure 3 in the Figures Attachment document. These four key initiatives provide us with the tools necessary to continue diversifying our business, expand into new markets, position us for future growth, and allocate our resources in the best possible way to provide the greatest return on investment for our customers and shareholders.

Generac, DR Power Equipment, and Mean Green’s Mission and Vision Statement:

MISSION

We develop power equipment and solutions that provide an unmatched customer experience and value for a safer, brighter, more productive world.

VISION

To be the global leader in innovative power equipment and solutions through meaningful customer connections resulting in optimized return on investment.

Core Corporate Values

- Integrity - We practice the highest ethical standards by honoring our commitments and treating everyone with fairness, trust and respect.
- Innovation - We foster creativity and make significant investments in developing and applying new technologies and ideas to strengthen our market-leading positions.
- People – We believe our success is directly tied to our employees’ personal and professional growth. We recognize their achievements and share in our mutual success. We care about the safety and well-being of our employees, their families, and our communities.
- Environment – We are committed to developing environmentally responsible products and processes.
- Agility – We move with urgency and precision to take advantage of market opportunities and out-execute competitors. We are progressive and focused on the future. With our scale and resources, we shape market dynamics, not react to them.

		<ul style="list-style-type: none"> • Excellence - We are committed to delivering quality and performance by continuously reaching for excellence in everything we do. We build great global teams and use our disciplined operating model to accelerate profitable growth. 	
8	What are your company's expectations in the event of an award?	Our overall expectations and mission are to work closely with Sourcwell and its members to ensure an expedient entrance into the Sourcwell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the ground maintenance equipment, outdoor chore power equipment and electric powered professional landscaping products industry. Generac understands that an awarded contract is only the first step to success within the Sourcwell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcwell's membership base and agencies through our extensive distribution network.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our 2019 Annual Report (10K - attached) provides proof of our financial strength. Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40</p> <p>Generac bank contact for credit reference: Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Ben Gilfillan, JP Morgan: Ben.c.gilfillan@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>Public information by third party sources regarding market share is very limited. See Figures 4 and 5 in the Figures Attachment for our internally estimated North America market shares for our proposed product solutions.</p> <p>DR Power Equipment's four top selling product categories North American market share is reflected in Figure 4 in the Figures Attachment.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Canada is included in our North American Market Share reflected in question number 10 above.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Generac Power Systems, DR Power Equipment, and Mean Green Mowers are leading designers and manufacturers of a variety of grounds maintenance equipment including outdoor chore power and electric powered professional landscaping products. Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The Generac sales team includes dedicated area Sales Managers, dedicated National Sales Managers, and dedicated Inside Sales and Customer Service Representatives that work directly with the dealers located in the U.S. and Canada.</p> <p>We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent distributors, residential dealers, national and regional retailers, e-commerce merchants, catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 10,000 trained dealer technicians through our various market channels.</p> <p>Our distributor networks are all independently owned and operated third party businesses.</p> <p>Generac believes that world-class products deserve the highest level of service/technical support, backed by the best possible training. We're fully committed to offering an outstanding assortment of instructional courses to our distributor and dealer technicians, all with a "hands on" emphasis. More comprehensive training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to correctly resolve a greater percentage of service matters on their own. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.</p>	*
14	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.	Generac Power Systems, Inc. and all subsidiaries maintains all licenses and certifications required and necessary to conduct business within the United States and Canada. In addition, our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable.	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • America's Best Midsized Employers for 2021 by Forbes • Popular Mechanic's 2020 Tool Award Winner DR Power SP30 Wide-Area Lawn Mower • Inc. 5000 America's Fastest-Growing Private Companies Mean Green Mowers #1024 for 2018 • Twenty for 2018 New Product Award Winners Mean Green Mowers Revolt • Green Industry Pros Editor's Choice Award 2020 Mean Green Stalker Stand On • PTIA 2020 Award Winner Pro Tool Innovation Award For The EVO-74 Lithium Powered Commercial Electric ZT Mower • Twenty for 2020 New Product Award Winners Mean Green Mowers EVO-74 • Rental Magazine's Editor's Choice Award 2018 – Generac PRO Portable Generators • Recognized as one of the final four in the Coolest Thing Made in Wisconsin competition at the 2017 Wisconsin Business & Industry Luncheon • ForConstructionPros.com 2017 Contractor's Top 50 Products – MLT6 Light Towers • Compact Equipment 2017 Innovative Iron Award – LINKTower 	*
17	What percentage of your sales are to the governmental sector in the past three years	<p>Mean Green Mowers has roughly 30% of sales derived from the governmental sector.</p> <p>For Generac and DR Power see response to number 22 below.</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>Mean Green Mowers has roughly 30% of sales derived from the education sector.</p> <p>For Generac and DR Power see response to number 22 below.</p>	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mean Green Mowers currently holds an FAC-88 contract in Massachusetts with \$350,000 in sales.</p> <p>Mean Green Mowers currently is participating in the CAQND Program in California with \$3,000,000 sales.</p> <p>Mean Green Mowers has a contract with San Joaquin Valley Air District with \$250,000 in sales.</p> <p>Generac has several national account contracts that utilize a cooperative type purchase contract direct with Generac. These accounts are managed the same way the distributor accounts are managed. Annual sales volumes for these accounts range from \$20 to \$80 million.</p> <p>For DR Power see response to number 22 below.</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract GS-07F-0407X FY2018: \$814,600 FY2019: \$608,370 FY2020: \$267,433</p> <p>GSA Contract GS-07F-0211M FY2018: \$535,230 FY2019: \$1,303,643 FY2020: \$1,184,515</p> <p>Sourcewell Contract 041719-GEN FY2019: \$201,533 FY2020: \$1,773,220</p>	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Yale University	Paul Catalano	(203) 432-6881	*
City of Indianapolis	Mark Taylor	(317) 327-7031	*
Town of Southampton	Liz George	(631) 728-4170	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not Available as a result of our distribution model.	Government	Wisconsin - WI	Most of our municipal government and educational customer business flows through our dealer and distribution network, and within the past three years we have shipped Generac, DR Power products to numerous county governments, parishes, towns, and cities in all 50 states and various Canadian territories.	The scope of these shipments and size of transactions can vary anywhere from one specific unit to upwards of 35 units.	Unfortunately, exact data are not available as a result of our distribution model.
Not Available as a result of our distribution model.	Government	Vermont - VT	Most of our municipal government and educational customer business flows through our dealer and distribution network, and within the past three years we have shipped Generac, DR Power products to numerous county governments, parishes, towns, and cities in all 50 states and various Canadian territories.	The scope of these shipments and size of transactions can vary anywhere from one specific unit to upwards of 35 units.	Unfortunately, exact data are not available as a result of our distribution model.
Not Available as a result of our distribution model.	Government	Wisconsin - WI	Most of our municipal government and educational customer business flows through our dealer and distribution network, and within the past three years we have shipped Generac, DR Power products to numerous county governments, parishes, towns, and cities in all 50 states and various Canadian territories.	The scope of these shipments and size of transactions can vary anywhere from one specific unit to upwards of 35 units.	Unfortunately, exact data are not available as a result of our distribution model.
Not Available as a result of our distribution model.	Education	Vermont - VT	Most of our municipal government and educational customer business flows through our dealer and distribution network, and within the past three years we have shipped Generac, DR Power products to numerous county governments, parishes, towns, and cities in all 50 states and various Canadian territories.	The scope of these shipments and size of transactions can vary anywhere from one specific unit to upwards of 35 units.	Unfortunately, exact data are not available as a result of our distribution model.
Not Available as a result of our distribution model.	Non-Profit	Ohio - OH	Most of our municipal government and educational customer business flows through our dealer and distribution network, and within the past three years we have shipped Generac, DR Power products to numerous county governments, parishes, towns, and cities in all 50 states and various Canadian territories.	The scope of these shipments and size of transactions can vary anywhere from one specific unit to upwards of 35 units.	Unfortunately, exact data are not available as a result of our distribution model.

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 *
23	Sales force.	<p>Generac, DR Power Equipment and Mean Green Mowers salesforce is located throughout North America and Canada. This salesforce includes our team of inside customer care and inside sales representatives (ISR), who can assist in handling Sourcewell members' needs. Sourcewell members would have dedicated customer care and ISR support to handle questions and provide information and quotes. Our sales team and support includes:</p> <p>Generac Inside Support Generac employs 24 inside trained technical service representatives company-wide with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. It is their primary responsibility to support our distributors, dealers, and customers across the U.S. and Canada. They provide technical phone support for the technicians and end users whom are actively operating, maintaining, or servicing Generac Product in field applications.</p> <p>Generac Field Service Managers The field based technical support representatives str strategically located throughout the United States. Currently, there are eight (8) field service managers (FSMs). The FSMs are strategically located throughout the continental US to best support the markets, with base locations in Washington, Arizona, Colorado, Texas, Missouri, Wisconsin, West Virginia, and South Carolina. Our field support managers cover all regions within the continental US, Hawaii & Alaska, Canada, and the Caribbean Islands.</p> <p>Generac Servicing Distributors and Dealer Network Our dedicated dealer service network includes nearly 600 trained dealer technicians across all market channels as well as 53 qualified engine service technicians. The majority of the distributor technicians all have company vehicles that they drive home each night ready for emergency calls 24/7. Over 90% of the work performed by our distributor technicians is done in the field with road service at customer locations.</p> <p>OEM Servicing Distributors and Dealer Network To better support our product lines, we work closely with our engine and driven component OEM's (i.e. John Deere, Marathon Generators, etc.) distribution and servicing network. This provides an additional level of support for our customers.</p>
24	Dealer network or other distribution methods.	<p>Generac, DR Power and Mean Green have an extensive outdoor power equipment dealer network throughout North America consisting of over 1200 dealer locations. See Figure 6 in our Figures attachment.</p>
25	Service force.	<p>Generac, DR Power and Mean Green's dedicated dealer service network includes nearly 10,000 plus trained dealer technicians across all market channels throughout North America.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Generac offers 24/7/365 customer support. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline.</p> <p>The outdoor power equipment sales teams for Generac, DR Power, and Mean Green Products work directly with customers to answer questions and/or resolve customer issues related to our fielded products and services.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a network of over 1,200 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.</p> <p>We also have a very strong international presence and have other Generac companies that service international markets and are intimately familiar with the local regulations and codes applicable to the region. Having such an international presence with immediate access to resources could also be leveraged with any Sourcewell member requiring international support.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. As a matter of fact, we already have a market presence in Canada with a strong distribution network already in place as indicated in Figure 6 in our Figures attachment.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Our extensive dealer networks cover all of North America, Alaska, and Hawaii.</p>

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While Generac, DR Power and Mean Green have capabilities and coverage in all 50 U.S. states and outlying territories, limited resources and coverage will be found in Alaska, varying by product. In cases where inquiries and/or orders come from any territory or area that there is limited coverage, an internal review will be made to determine how best to quote, noting that additional travel considerations may need to be included and added to our standard pricing. We will offer our products to all Sourcewell members.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Quotes and/or orders from off-shore members located in Hawaii, Alaska and the U.S. Islands will need to be handled on a case-by-case basis and reviewed internally to be sure all aspects of the order are covered correctly. This includes, but is not limited, to shipping (if applicable).	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Marketing and promoting our Sourcewell contract will be a vital part of our overall marketing strategy. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with Sourcewell's competitive bid cooperative contract option. Our strategy for promoting this contract opportunity is outlined in our Sourcewell Launch and Communication Plan, found in Attachment A. Representative samples of our marketing materials in electronic format can be found here: (DR Power Dealer Catalog) https://www.drpower.com/dealer/drdealer_catalog/?page=1 Also see Attachment A. We will incorporate the contract into our websites with its own landing page, see sample landing pages in Figures 7 and 8 in our Figures Attachment. We can also create e-newsletters and fliers that will be distributed to our sales force and newsletter subscribers. We could also include the Sourcewell Contract Holder banner in our trade show displays.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Generac, DR Power and Mean Green Mowers plans to promote their Sourcewell contract through several different technological facets including landing pages on our web sites, digital newsletters and our Facebook and LinkedIn social media channels. In addition, we could enhance our marketing efforts by including Sourcewell award information/logos in our media plans. Established social media channels, including LinkedIn, Facebook, and Twitter for Generac, DR Power and Mean Green will be utilized for promoting Sourcewell contract wins! See Figure 9 in our figures attachment.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshow and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 32 above.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac utilizes e-procurement with our GSA contracts through the GSA e-buy portal. Our distributors and National Accounts can order using our e-procurement portal. However, for Sourcewell Members, many of our product offerings include various options or accessories and uploading and maintaining pricing in an E-procurement system would be very time consuming.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Generac and our National Dealer Network can provide product, maintenance, and operator training to owners of any of our equipment. Generac can also provide application specific training to Sourcewell Members on any of our products. If fees apply for custom training needs, Generac will review the type of training and base pricing on content required, documentation requested, and the location of the training on a case-by-case basis.	*

37	Describe any technological advances that your proposed products or services offer.	Mean Green Mowers leads the market with innovative design and cutting-edge manufacturing of the commercial battery-powered lawn mower market by producing products that exceed rigorous standards of commercial lawn care with extended battery-charge times, low-emissions and low-maintenance. *
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Mean Green Mowers leads the commercial electric mower industry through their innovative design and manufacturing technologies. We utilize cutting-edge technology to provide zero emissions, (one MG mower is like taking 140 cars off the road per year), zero gas, (90% efficient and charge overnight, saving time and money at the pump), low maintenance, (keep your blades sharp and your wheels greased), and low-noise; (Mean Green Mowers are 1/2 the noise level of gas powered mowers.</p> <p>See Mean Green's industry certifications here: https://meangreenproducts.com/mean-green-mowers-list-of-safety-compliances/ *</p> <p>As a corporation, we take green initiatives seriously. We are working on sustainability projects in waste reduction and recycling, as well as working a global sustainability project keeping us in line with green initiatives internationally. All U.S. facilities are required to recycle cardboard, metal, aluminum, wood, plastic, and paper. Many of our facilities have converted over to LED lighting. Our Corporate Environmental Management System is ISO 14001 compliant. Generac will continue to incorporate green initiatives into our everyday operations and products as appropriate from a business and environment standpoint.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See Mean Green's industry certifications here: https://meangreenproducts.com/mean-green-mowers-list-of-safety-compliances/ *
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Generac Power Systems, Inc is classified as a large business. However, many of our Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, and minority woman owned. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • TW Enterprises – Certified Women Business Enterprise Montana, Wyoming, Idaho, North Dakota, South Dakota • National Power – Veteran Owned Small Business East Coast • Ramsay-Bliese, dba Leete Generator – Women Owned Small Business California/West Coast • ARCCO - Small Business Concern Louisiana, Mississippi
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>DR Power Equipment and Mean Green Mowers leverages the global resources of our parent company, Generac Power Systems, to design, develop, manufacture, distribute and sell the highest quality, most reliable products on the market. We leverage a global network of dealers and trained service people to support our products throughout the United States and Canada. Our highly trained, professional sales and service personnel provide comprehensive chore products and innovative energy efficient mowing solutions to help customers select, purchase and maintain our products for years of reliable service.</p> <p>You can depend on Generac Power Systems, DR Power Equipment and Mean Green Mowers for the latest technologies and designs to meet your ground maintenance, outdoor chore and landscape power equipment needs and expectations.</p> <p>DR Power Equipment is a recognized leader in the outdoor power products, we have unparalleled knowledge and solutions to offer our customers. We listen to the needs of our customers, and our expert staff of engineers and designers develop innovative solutions to meet and exceed expectations. With over 35 years of experience in designing, manufacturing, and servicing outdoor chore power products solutions, we don't rest on our past success. We continue to look forward, to provide our customers with reliable and durable equipment designed to enhance safety, productivity and efficiency with low total cost of ownership. *</p> <p>Mean Green Mowers, with over 95% of the market share in commercial electric lawn mowers, is leading the way forward in sustainable property maintenance. Mean Green Mowers is exceeding expectations for landscape professionals, municipalities, institutions and non-profits.</p>

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please see the attached warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e. oil filters, air filters, etc.) and/or wear items (i.e. brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements. Please see Attachment B for Warranties.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements for specific coverages according to product lines.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements for specific coverages according to product lines.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	With the exception of Alaska (depending on the product purchased), our extensive dealer network is able to provide warranty and service provisions across the United States and Canada. Warranty and repair for Generac, DR Power and Mean Green Mowers in Alaska would be handled through our dealer sales channel. Sourcewell members in Alaska with product warranty questions can contact our nearest dealer who will then work with our internal warranty team to diagnose and resolve any issues in the best manner possible. Additional travel costs may apply for a technician to travel from our distributor located on the West Coast to Alaska to perform on-site services.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable, as we manufacture all products offered.
47	What are your proposed exchange and return programs and policies?	Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case by case basis.
48	Describe any service contract options for the items included in your proposal.	Service/maintenance type options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case by case basis.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are NET 30.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, financing options are available through Wells Fargo.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our order process follows a typical business-to-business and government-to-business procedure. In partnership with the distributor the factory will provide Sourcewell contract pricing to the Sourcewell member.</p> <ul style="list-style-type: none"> • Orders by Sourcewell members can be placed direct to the Generac designated Account Manager, or through a distributor/dealer. All purchase orders will need to include the Sourcewell contract number and the distributor account name. • The order will be entered into Generac's system and processed. • An order confirmation and estimated ship date will be provided back to the Sourcewell member. • The product(s) ordered will be shipped to the customer, dealer, or drop shipped as requested or indicated on the purchase order. • Generac will invoice the Sourcewell member direct for orders that are submitted direct to the Generac designated Account Manager. Distributor/dealer will invoice Sourcewell member direct for orders placed through them. • All Sourcewell orders will be coded in our internal system so that sales are tracked, reports generated, and a quarterly administrative fee can be calculated and paid to Sourcewell. 	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 10% - 35% off MSRP depending on product line. Please see product pricing sheets.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "Open Market" item would be quoted and priced at a percentage off standard MSRP list pricing.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer suddenly runs into unforeseen site problems where they may have to delay delivery of the unit. Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcewell member. Generac does not profit from freight charges.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska, Hawaii, Canada, or any other offshore location, or for any product that does not fit on a standard flatbed or use common carrier transportation modes, an order specific freight quotation will need to be provided at time of quotation. An additional freight fee will also be imposed for any shipment to connected islands or shipments that require ferry transportation.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer suddenly runs into unforeseen site problems where they may have to delay delivery of the unit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee to Sourcewell.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Generac is a leading designer and manufacturer of a wide range of engine powered products. Our innovative solutions offered for ground maintenance, municipal, construction, rental, infrastructure, military, disaster response, oil and gas, mining, airline and event professionals optimize operations, enhance safety, and streamline workflows for maximized efficiency.</p> <p>Our products are available globally through a broad network of over 5500 independent dealers, distributors, retailers, wholesalers and equipment rental companies under a variety of brand names. We also sell direct to certain federal government, national and regional account customers. See Figure 10 in our Figures Attachment for a representation of the broad product lines we provide and end markets we serve.</p> <p>Please see Table 14B for a detailed description of our product offerings as related to the scope of the Ground Maintenance Equipment, Attachments, and Accessories with Related Services RFQ.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>MEAN GREEN ELECTRIC MOWERS</p> <ul style="list-style-type: none"> • Commercial Electric Lawn Mowers • Ride-On ZTR Electric Mowers • Stand-on ZTR Electric Mowers <p>DR POWER EQUIPMENT</p> <ul style="list-style-type: none"> • Field & Brush Mowers (Walk-Behind & Tow Behind) • Trimmer Mowers (Walk-Behind & Tow Behind) • Rototillers (Walk-Behind & Tow Behind) • Edgers • Chippers & Chipper Shredders • Leaf & Lawn Vacs and Leaf Blowers (Walk-Behind & Tow Behind) • Stump Grinders • Power Graders • Power Wagons • Wood Splitters • Implements • Wide-Area Mowers (30" Wide) • Snow Blowers • All applicable Attachments and Accessories <p>GENERAC</p> <ul style="list-style-type: none"> • Pressure Washers • All applicable Attachments and Accessories

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	MEAN GREEN ELECTRIC MOWERS <ul style="list-style-type: none"> • Commercial Electric Lawn Mowers • Ride-On ZTR Electric Mowers • Stand-on ZTR Electric Mowers DR POWER EQUIPMENT <ul style="list-style-type: none"> • Field & Brush Mowers (Walk-Behind & Tow Behind) • Trimmer Mowers (Walk-Behind & Tow Behind) • Rototillers (Walk-Behind & Tow Behind) • Edgers • Chippers & Chipper Shredders • Leaf & Lawn Vacs and Leaf Blowers (Walk-Behind & Tow Behind) • Stump Grinders • Power Graders • Power Wagons • Wood Splitters • Implements • Wide-Area Mowers (30" Wide) • Snow Blowers • All applicable Attachments and Accessories GENERAC <ul style="list-style-type: none"> • Pressure Washers • All applicable Attachments and Accessories
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Beach and waterfront maintenance equipment and accessories	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	All applicable Attachments, Accessories, Parts & Warranties.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have dedicated operations managers that manage and track the orders through our internal systems and processes to insure 100% deliverability, on time, every time. *
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>Generac, DR Power and Mean Green Mowers has a network of over 1,200 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.</p> <p>All Generac and DR Power parts are provided by a network of nationwide distributors. See Figure 11 in our Figures attachment. They are a knowledgeable and experienced resource for trouble-shooting, parts identification, and parts inventory. The network consists of six territories to ensure the best coverage and support in all markets. All inquiries and parts orders are coordinated through the distributor in each territory. Additionally, Canada Power Technology LTD represents all territories in Canada.</p> <p>Mean Green Mowers parts and service questions, and technical support can be reached by contacting Mean Green Mowers directly. A knowledgeable team of experts are available to offer support, parts and service options.</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Generac Power Systems, DR Power Equipment and Mean Green Mowers designs, develops, manufactures, and sells the highest quality, most reliable products on the market. You can depend on Generac to continually unveil the latest technologies and designs from our expert staff of engineers and designers, and by listening to our customers, we develop innovative solutions to meet and exceed expectations. We continue to look forward, to provide our customers with reliable and durable equipment designed to enhance safety, productivity and efficiency with low total cost of ownership.

Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1