



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rolls-Royce Solutions America Inc. (fka MTU America Inc.), 100 Power Dr., Mankato, MN 56001 (Supplier).

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

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

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

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

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

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

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

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

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed. Supplier reserves the right to decline a purchase order issued pursuant to this Contract if Supplier is unable to meet the requested delivery dates, or under any circumstances where delivery of the requested Products is not possible.

- B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship and will be governed by the terms set forth in Rolls-Royce Solutions America Inc. Two (2) Year / 3,000 Hour Basic Limited Warranty in effect at the time of order placement ("Limited Warranty"). All equipment purchased pursuant to this Contract is governed by the manufacturer's express Limited Warranty and is the only warranty offered on the Equipment, Products or Services. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's authorized dealers, distributors and resellers must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. In the event there is damage which is not readily apparent at the time of delivery, Supplier must rectify the damage to the Equipment and Products within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

B. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

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

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

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

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier requires additional contract terms and internal approvals prior to entering into a purchase with a U.S. Federal Government entity.

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 For Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. Supplier and/or its authorized distributor, dealer and/or reseller is under no obligation to supply Equipment, Product or Services unless and until a purchase order is accepted by Supplier or its authorized distributor, dealer and/or reseller. For purposes of clarification, "accepted" means that an order confirmation has been provided/delivered to the Participating Entity. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the parties at the time of order placement.

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;

- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to

Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees



incurred by Sourcewell or its Participating Entities, to the extent arising out of any act or omission in the performance of this Contract by the Supplier or its agents or its employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a 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 to the extent not caused by the sole negligence of Sourcewell or Participating Entity. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks, as shown in Exhibit A attached hereto, in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising

from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Parties will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on a claims made basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG00021 (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:

\$5,000,000 each occurrence Bodily Injury and Property Damage

\$5,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for products liability-completed operations

\$5,000,000 general aggregate

4. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable

to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

**Intentionally omitted.**

**22. CANCELLATION**

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

Sourcewell

Rolls-Royce Solutions America Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/4/2023 | 10:38 AM CST

DocuSigned by:  
*Kevin McKinney*  
By: F06B538C69624EE...  
Kevin McKinney  
Title: Director of Sales – Power Generation Americas  
DocuSigned by:  
*[Signature]*  
Date: 12/4/2023 | 10:06 AM CST  
By: 3C5BC6EE43C8490...

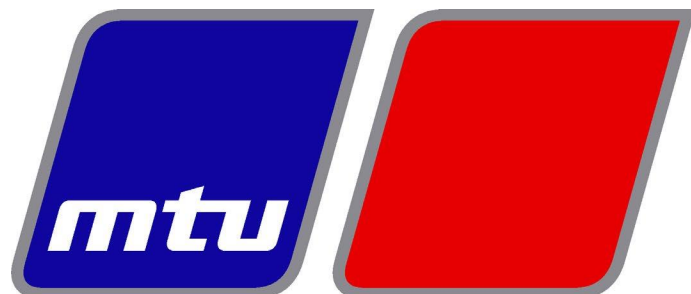
Rick Apple  
Title: Sr. Manager-Distribution Sales/Power Generation-North America

	Date: <u>12/4/2023   9:18 AM CST</u>
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Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/4/2023 | 12:10 PM CST

**Exhibit A**  
**Approved Logo**



**A Rolls-Royce  
solution**



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

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## Vendor Details

Company Name: Rolls-Royce Solutions America Inc.  
Does your company conduct business under any other name? If yes, please state: MTU AMERICAS  
Address: 100 Power Drive  
Mankato, MN 56001  
Contact: JOSHUA FALCONE  
Email: jfalcone@curtisps.com  
Phone: 507-625-7973  
HST#:

## Submission Details

Created On: Friday September 16, 2022 15:19:08  
Submitted On: Thursday September 22, 2022 15:27:52  
Submitted By: ADAM WITTE  
Email: awitte@curtisps.com  
Transaction #: 8006437c-736d-439b-a1c9-d53d731000b4  
Submitter's IP Address: 75.181.141.114

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MTU AMERICAS, INC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rolls-Royce Solutions America  Distributor Network Entities: Central Power Systems Collicut Cullen Curtis Power Solutions LLC Interstate Power Integrated Distribution Systems LP Indel Power Group LLC Pacific Power Systems Stewart & Stevenson Smith Power Systems W.W. Williams Wajax
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rolls-Royce Solutions America Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	100 Power Dr, Mankato, MN 56001
6	Proposer website address (or addresses):	<a href="http://www-mtu-solutions.com">http://www-mtu-solutions.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rick Apple Sr. Manager – Distribution Sales / Power Generation - North America Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Rick.Apple@ps.rolls-royce.com (937) 569-8398
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rick Apple Sr. Manager – Distribution Sales / Power Generation - North America Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Rick.Apple@ps.rolls-royce.com (937) 569-8398
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Capriati Regional Sales Manager, Procurement Lead Rolls-Royce Solutions America 100 Power Drive, Mankato, MN 56001 Tony.Capriati@ps.rolls-royce.com

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MTU Americas/Rolls-Royce Solutions America Inc. is the regional headquarters of Rolls-Royce Power Systems. As a technological leader in off-highway power and propulsion systems, we are responsible for the manufacture, sales and service of mtu products throughout the United States, Canada, Mexico, Latin America and the Caribbean.</p> <p>Our core products — mtu diesel engines and distributed energy systems — can be found in a broad range of applications — from mine haul trucks, military vehicles and marine vessels to hospitals, data centers and universities. With our passion for performance and reliability, we offer first-class service and a tradition of excellence to customers all over the world.</p> <p>We're leading the way in green technology as well. We're committed to environmental stewardship by making a difference in clean air technology and building a sustainable future. Our entire product lineup is engineered today to meet the emissions regulations of tomorrow.</p> <p>For more than 100 years, the key to our success has been cutting-edge innovation. Our strong heritage in the diesel engine business includes not only Germany's mtu, but also North America's Detroit Diesel - two brands which dominated diesel engine engineering, innovation, and manufacturing on their respective continents for most of the 20th Century. Today, Rolls-Royce Solutions America encompasses facilities in eight states and is responsible for engineering, manufacturing, sales and service of diesel engines, systems and power solutions. Our distributor network spanning North and South America, provides sales and service support for our product portfolio.</p>	*
11	What are your company's expectations in the event of an award?	Upon a successful award, MTU Americas will notify all distributors of the opportunity, along with highlighting the details of the award and the scope offering. MTU Americas will also utilize its regional sales management team to communicate to all distributors the process of registering the necessary sales contacts to begin to actively pursue opportunities through the Sourcwell platform. Additionally, training and marketing collateral will be provided to engage with potential prospects in various market sectors that could be a good fit to participate in this bid procurement process.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	mtu AMERICAS, is a wholly owned subsidiary of Rolls-Royce Power Systems. Financial information for ROLLS-ROYCE HOLDINGS PLC is publicly available.	*
13	What is your US market share for the solutions that you are proposing?	12 to 20%	*
14	What is your Canadian market share for the solutions that you are proposing?	20 to 25%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	mtu AMERICAS, is a wholly owned subsidiary of Rolls-Royce Power Systems. Financial information for ROLLS-ROYCE HOLDINGS PLC is publicly available.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>With more than 140 sales partners and over 500 authorized dealerships at more than 1,200 locations we offer a global sales and service structure through our third-party distribution partners. Each distributor has a regional sales and support manager. mtu further supports all distributors with parts and warranty support.</p> <p>All distributors in North America and Canada are fully authorized to sell and service the complete product offering available through this Sourcwell RFP.</p> <p>The distributors have direct employees of their business entities.</p> <p>MTU Americas can also offer direct sales opportunities on a case by case basis with Rolls Royce Power Systems employees for sales and service.</p> <p>This unique combination of offering through direct sales and the distribution network could benefit Sourcwell members if the opportunity fit makes sense.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The performance, quality and safety of onsite power generation systems are covered by a number of recognized industry codes and standards. Generator sets from mtu not only meet these nationally recognized standards, but also in several cases exceed them. Based on the project location and application, the local mtu distributor will determine what codes and standards apply to your onsite power application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We work hard to make Rolls-Royce Solutions America a great place to work. Recently, we've earned a place on a list of Metropolitan Detroit's 101 Best and Brightest Companies to Work For. This is our fifth year to receive this award, determined by the Michigan Business and Professional Association (MBPA).	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 10-15%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 7-10%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our distributor network holds confidential purchasing contracts on a state level based by distributor and 1. region.  Approximately an order magnitude of \$76M+	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	mtu Americas has several GSA contracts in place that are under strict non-disclosure agreements.  Approximately an order magnitude of \$92M+	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Cape Fear Public Utility Authority	Robert Mazzeo	(910) 332-6550	*
Washington Suburban Sanitary Commission	James Halderman	(301) 206-4001	*
City of Charlotte	David Tate	(704) 336-2256	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CAPE FEAR PUBLIC UTILITIES	Government	North Carolina - NC	Supply sales, parts and field services for 30 kWe to 2000 kWe Standby Generators	115+ generators	Approx. \$20M	*
BALTIMORE PUBLIC SCHOOLS	Education	Maryland - MD	Supply sales, parts and field services t for 30kWe to 600kWe generators, load bank testing and custom field work.	25+ generators	\$1.5M	*
CITY OF CHARLOTTE	Education	North Carolina - NC	500kWe to 1500kWe - supply new equipment and maintenance contracts	125+ generators	\$5M+	*
CITY OF PHILADLEPHIA	Government	Pennsylvania - PA	Supply field parts and service support for city wide generators	100+ generators	\$1M	*
NAVAL YARD NORFOLK VA	Government	Virginia - VA	Supply portable generators, field service, maintenance and parts	25+ generators	\$5M	*

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

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

Line Item	Question	Response *
26	Sales force.	<p>Our distributor network has an established 50 states of geographic coverage footprint and full coverage in Canada. Each distributor has been under contract for at least 25 years and has proven market sales, service and parts support. Distribution entities of mtu Rolls-Royce are held to key performance metrics each year which include continuous training of their sales and service personnel with mandated coursework and strategic market planning. Each distributor is responsible and is audited on personnel coverage based on market size and market growth potential; which includes but not limited to inside sales, field sales, project management support, service technicians, parts specialists and as necessary area and regional managers to support and grow these teams.</p> <p>The sales force is comprised of the expansive distribution network with key personnel that support key market segments (e.g. datacenter, healthcare, government, education, biopharma, etc.)</p>
27	Dealer network or other distribution methods.	In addition to the previously addressed dealer/distributor network, mtu also can provide direct to consumer support in all areas (sales, service, warranty, technical application support and parts).
28	Service force.	Each distributor is required to maintain an active service team that has the depth and training to cover the same sales geography. Each distributor is similarly held to key performance metrics on the service side to not only upheld all training and certifications to be compliant to contract terms and to further support field service needs but to provide inventory of parts that meet the needs to the localized install base.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All requests for equipment are handled at the local market level by each distributor's sales team. These teams typically include, at minimum, inside sales, field sales, sales administrators and project management that would handle the initial request for proposal to the order entry and onsite delivery. At that point, it will turn over to the field. The scope of work would be further reviewed to match the best fit product and align with the discount for the proposer based on the terms of our Sourcewell agreement.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service initiatives and KPI are critical to mtu Americas and this directive aligns with expectations extended to our distribution network success. Each distributor has a regional sales and support manager. MTU further supports all distributors with parts and warranty support. There are dynamic inventory systems that are accessible across distributors that evaluate real time part needs based on localized installed units and will updated minimum order thresholds as needed. There is also an opportunity for distribution sharing of critical parts that may have an immediate need to transfer that part to where it is most needed at that time.</p> <p>Distributors are upheld to KPI metrics each year that put focus on response time, sales and service training and key efficiency initiatives year over year.</p> <p>Each distributor is required to offer a 24/7 support structure with escalated support paths. Response time meets or exceeds industry standards of 4 hours or less.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide and support products to all 50 states and Canada.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently provide and support products to all 50 states and Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently provide and support products to all 50 states and Canada.

34	Identify any Sourcwell 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?	We will support all participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no adjustments to the contract requirements, these regions require more attention to freight lead times and methods. However, we are familiar with providing products and services to these areas, so we don't anticipate any issues.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Distribution sales force along with factory assisted regional sales management will be allotted the opportunity to discuss this Sourcwell with all pertinent end-user contacts through the total geographic bounds of 50 states and Canada. The procurement benefits to Sourcwell proposers will be highlighted as a competitively approved source for acquiring many types of equipment and components within our scope and also beyond by leveraging this platform.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Online presence is critical to building the awareness. We expect to leverage the distribution networks extended reach of end-users. We would like to engage with Sourcwell to fully understand the depth of marketing that is permissible and possibly work toward public press releases and case studies that highlight the buying advantages of a Sourcwell member.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	It would be our expectation that Sourcwell would make available as early as possible any possible RFP opportunities through their online platform and/or directly to registered email contacts of our account.  As part of our sales process we can easily assimilate Sourcwell as a daily/weekly review of possible RFPs within our sales team and dedicated business development and/or inside sales type roles through distribution. Distributors are already active and familiar and can easily navigate public bid sites and other RFP information aggregators that provide prospective bid opportunities.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The e-procurement process can vary based on distributor selected business platforms. This would likely be a viable solution for most distributors and MTU Americas can assist with this effort, as needed.	*



**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training will be the responsibility of the local mtu distributor handling the project. Coordination on cost and who receives the training will be facilitated by local subject matter experts and the end user.
41	Describe any technological advances that your proposed products or services offer.	As part of Rolls-Royce, we have long been known for cutting-edge innovation and technological leadership in product development. That same spirit of innovation inspires our sustainability efforts. Our focus is on developing and implementing system solutions that both maximize efficiency and reduce emissions -- which in turn work to reduce our impact on the environment.  Our standby generator set product line is designed, manufactured, and warranted for an industry leading 85% load factor. ISO 8528-1 standard is set at 70%.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The biggest threat to humanity is climate change. It is our mission to join the fight against it. That is why we are clearly committed to the Paris Climate Agreement and its goal of reducing global warming to well below two degrees Celsius with efforts to limit it to 1.5 degrees Celsius compared to the pre-industrial era through climate action. To that end, we have not only established 'Sustainable Power Solutions', our new business division tasked with building a sustainable future in the field of energy, drives and marine propulsion, but have also launched an ambitious new program - 'Net Zero at Power Systems'. In this program, one focus is gearing our product portfolio towards greater sustainability, since the biggest potential for reducing greenhouse gas emissions lies with our products.  In total, the Power Systems products sold in 2019, the year before the pandemic, will generate some 109 million tons of greenhouse gases over their service life in the field – almost double that emitted by the Greater London region every year. Our goal is to achieve a 35% decrease compared to 2019 in the greenhouse gases emitted by newly sold products. Our ultimate goal is climate-neutrality by 2050. With the same spirit we are also setting milestones for gearing our production and value chain to long-term climate neutrality. To accomplish these missions, we will be working closely with our parent company Rolls-Royce and will let ourselves be guided by the 'Science-Based-Targets' initiative.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MTU undergoes an external review of its engine certification activities once a year to evaluate compliance with EPA engine testing and certification requirements.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mtu Americas is a public traded company and a wholly owned subsidiary of Rolls Royce Power Systems – this type of certification would not be applicable.  Distributors in the network may be able to provide certifications based on the RFP requirements and specifications; this would vary by each distributor's legal business structure.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Rolls-Royce provides world-class power solutions and complete life-cycle support under our product and solution brand mtu. Through digitalization and electrification, we strive to develop drive and power generation solutions that are even cleaner and smarter and thus provide answers to the challenges posed by the rapidly growing societal demands for energy and mobility. We deliver and service comprehensive, powerful and reliable systems, based on both gas and diesel engines, as well as electrified hybrid systems. These clean and technologically-advanced solutions serve our customers in the marine and infrastructure sectors worldwide.

**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All standby generator product lines are covered under the attached standard warranty terms. See attached terms for further coverage details.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached standard warranty terms and conditions for further coverage details.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	See attached standard warranty terms and conditions for further coverage details.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we cover all regions throughout the US and Canada. Service is provided on a case by case basis, but is handled promptly based on technician availability and travel distance to the site. We offer 24/7 service support for urgent warranty repairs or other issues in the field.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any response to a warranty issue can be coordinated through the MTU distributor, but MTU is not directly responsible for providing service for other manufacturers' warranty issues, unless otherwise stated in MTU's proposal/offering. Other products sold through MTU will include their own unique warranty terms and conditions that can be outlined by the MTU distributor.
51	What are your proposed exchange and return programs and policies?	MTU product exchanges, returns and change orders are case by case and are coordinated through the MTU distributor. Exchanges and returns can be carried out (in most situations) to meet an agreed upon solution. Other manufacturers' products that an MTU distributor supplies are subject to that manufacturer's own programs and policies, but all returns and exchanges can be coordinated directly through the MTU representative.
52	Describe any service contract options for the items included in your proposal.	Planned Maintenance Contract intervals range from an annual service to semi-annual, quarterly, and monthly inspections for critical applications. Frequency of service visits can be tailored to meet the customer's needs. Contract details will vary based on installation location and application. The distributor network will facilitate all planned maintenance contracts.

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payments terms are typically NET 30 ; based on total project scope and payment methods there could be negotiable term changes.
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer standard leasing or finance options currently, however, we are open for negotiations on a case-by-case basis depending on customer needs.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard purchase orders from our customers are required with contract officer's full name and contact information as well as full contact information for the end location of the equipment. Payment terms and service level agreements will be facilitate by mtu authorized distributors and tailored to the project specifics and local business standards.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept the P-Card procurement process. No additional fees/costs to participating entities for purchases with P-Cards under \$10,000. Purchases \$10,000 and higher will have a 1.5% fee.



**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please review the corresponding documentation provided. Note that any mtu product not listed on the pricing sheet, will be made available to Sourcewell customers at the same discount as our standard offerings. List price will vary based on product type and additional required scope.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discount represents a reduction from list price, see list price chart for discounts (30-40%)
59	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-unit orders will be reviewed on a case by case basis for available volume discounts.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All items not included in the base package are considered non-standard options and will be quoted at the time of request for proposal at cost plus 20%.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	List prices include the listed equipment, start-up and training only. All freight is additional. Installation is additional. Freight costs will be provided by vendor on a site by site basis at the time of the order. Purchaser may choose to pickup their unit at our facility in Mankato, Minnesota at their own cost. Installation should be completed by a local contractor of the purchaser's choosing. All unloading and rigging of the equipment is to be supplied by the purchaser or subcontractor of their choosing.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Purchaser will be notified by the vendor approximately two weeks prior to the equipment completion. Final dimensions for shipping will be provided at that time.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With having total coverage for Alaska, Hawaii and Canada by multiple distributors the volume of activity is fairly significant, and the freight partners and channels are well established. This should translate to a very competitive market price along with expeditious delivery methods.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The delivery methods offered can range from standard to customized to best fit the buyers needs.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MTU utilizes a SAP based quoting and order entry system that is shared with all authorized distributors. MTU is able to enter Sourcewell projects with specific designation to accurately monitor success of this contract and the fee due to Sourcewell on a monthly basis.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Projects associated with the Sourcewell contract will have specific designation when entered into the mtu ordering system in order to track success in all geographical regions supported under the contract.
68	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.)	2%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please review our corresponding project catalog provided with this bid.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Power Generation, Standby Generators, Emergency Generators, Continuous Generators, Prime Generators, Diesel Generators, Gas Generators, Propane Generators

**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
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	All products listed here are offered through our distribution network.
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	All parts and accessories listed here are offered through our distribution network.
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input checked="" type="radio"/> Yes <input type="radio"/> No	All related services listed here are offered through our distribution network.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing and Product Catalog.zip - Thursday September 22, 2022 15:05:29
  - [Financial Strength and Stability](#) - 2021-full-annual-report-Rolls Royce Holdings.pdf - Thursday September 22, 2022 14:39:57
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty, PAC and Cert.zip - Thursday September 22, 2022 14:11:49
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Additional Supporting Documentation.zip - Thursday September 22, 2022 15:08:57

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rick Apple, Sr. Manager – Distribution Sales / Power Generation - North America, Rolls-Royce Solutions America

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222</b> Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1