



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Polaris Sales Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Polaris Sales Inc., 2100 Hwy. 55, Medina, MN 55340 (Supplier).

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

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

Article 1:
General Terms

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

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

Sourcwell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcwell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcwell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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

The Report must contain the following fields:

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

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

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

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

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

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

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

**Article 3:
Supplier Obligations to Participating Entities**

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

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

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

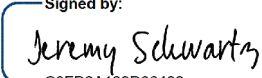
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

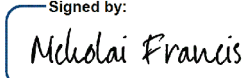
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Polaris Sales Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

 Date: 11/19/2024 | 9:55 AM CST

Signed by:

 1010C778F52F4BA...
 By: _____
 Nicholai Francis
 Title: Vice President-Polaris Government & Defense

 Date: 11/19/2024 | 9:48 AM CST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Polaris Sales Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 2100 Hwy 55
Medina, MN 55340
Contact: Michael Conrad
Email: mike.conrad@polaris.com
Phone: 763-417-8608
HST#: 41-1921490

Submission Details

Created On: Tuesday July 23, 2024 08:23:20
Submitted On: Tuesday September 10, 2024 11:12:28
Submitted By: Michael Conrad
Email: mike.conrad@polaris.com
Transaction #: 1313b905-174e-45aa-9f07-51ad7faefab5
Submitter's IP Address: 155.190.9.15

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Polaris Sales Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Polaris Government & Defense, Polaris Commercial
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3FP69 UEI: EL5SEMJZ2N39
5	Provide your NAICS code applicable to Solutions proposed.	336999
6	Proposer Physical Address:	2100 Hwy 55 Medina, MN 55340
7	Proposer website address (or addresses):	www.polaris.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Nicholai Francis Vice President - Polaris Government & Defense 2100 Hwy 55, Medina, MN 55340 Nicholai.francis@polaris.com 763-519-1845
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Michael Conrad Manager, Programs & Contracts 2100 Hwy 55, Medina, MN 55340 mike.conrad@polaris.com 763-417-8608
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Jim Burk Sr. Inside Sales Representative 2100 Hwy 55, Medina, MN 55340 jim.burk@polaris.com 763-847-8345

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Since our founding in 1954, we've been making high-quality, breakthrough products and broadening the view of powersports—whether it's launching the snowmobile industry, reinventing ATV and Off Road Vehicle categories year after year, developing the first purpose-built military vehicles, introducing a radical 3-wheel moto-roadster, or getting people to explore the outdoors by providing a network of ride and drive adventures.</p> <p>From our entrepreneurial roots as a mechanical shop, we've grown into a global leader with more than 30 brands and multiple services responsible for the company's growth into a major influencer of powersports and beyond. And in recent years, we've thoughtfully expanded our product, accessory and service portfolio beyond powersports with industrial, commercial, government and military customers based on customer feedback and broadening applications for its electric, gas and diesel- powered vehicles.</p> <p>We support and serve our employees, customers and the communities in which we work, live and ride through a commitment to quality and safety and environmental stewardship. Under our guiding principle of Best People, Best Team we are committed to helping our employees unleash their full potential and develop their skills to thrive in a customer-centric environment.</p> <p>We lead a business that is driven by innovation and Polaris continues to Think Outside by offering a diverse portfolio of best-in-class brands which reflect who we are as well as our pioneering approach to always improve how our customers work and play outdoors.</p> <p>Our vision is to fuel the passion of riders, workers and outdoors enthusiasts around the world by delivering innovative, high-quality vehicles, products, services and experiences that enrich their lives.</p> <p>Our Guiding Principles are</p> <ul style="list-style-type: none"> - Best people, best team - Safety and ethics always - Customer Loyalty
12	What are your company's expectations in the event of an award?	<p>Just as our company vision statement says, Polaris will fuel the passion of riders, workers and outdoor enthusiasts around the world by delivering innovative, high quality vehicles, products and services and experiences that enrich their lives. In the event of an award, Polaris is committed to continuing to provide vehicles & support that enable government, schools and non-profits to succeed in their work and communities. Put simply, we will provide the appropriate vehicle for the specific desired solution of the Sourcewell member and continue to honor our ability to sell through this contract while engaging our dealer network to promote this contract during their sales process. In addition, we will continue to promote the Sourcewell contract on our website, through marketing materials, and at trade shows. These efforts will enable us to achieve our goal of increasing sales through the Sourcewell contract by 10-15% annually.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Polaris Inc. is a Fortune 500 company which trades on the New York Stock Exchange under the symbol PII. In the most recently completed fiscal year 2023, Polaris had revenues of \$8.9B with a gross profit of \$2.0B and a net profit of \$503M. Earnings per share were \$8.71. A copy of the 2023 Annual Report has been uploaded to provide further details</p>
14	What is your US market share for the solutions that you are proposing?	<p>Polaris's US market share for the various categories are as follows: ATV (Sportsman) = 28.0% Side by Side (RANGER) = 47.4% Snowmobiles = 24.5%</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Polaris's Canada market share for the various categories are as follows: ATV (Sportsman) = 19.8% Side by Side (RANGER) = 34.5% Snowmobiles = 18%</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Polaris Inc. has never petitioned for bankruptcy protection.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>Polaris is an Original Equipment Manufacturer (OEM). Our dealer/distributor network is independent. Polaris provides vehicle set-up and pre-delivery inspection at dedicated US-based up-fit facilities or through our dealer network. Service, support and warranty of vehicles after delivery can be accomplished through one of our over 2,500 independent dealers located through North America. The location of a nearest Dealer can be determined through the following weblink: https://www.polaris.com/en-us/dealer-locator/</p>	*
18	<p>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.</p>	<p>Polaris Sales Inc. and/or its dealer network have all the necessary licenses and certifications to conduct business in all 50 states. Authorized dealers sign a Polaris dealer agreement annually, which outlines specific dealer requirements and policies.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Polaris has neither been suspended nor debarred in the last seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>2022 Mexico Great Places to Work - Best Workplaces 2023 Newsweek - Most Trustworthy Companies in America 2023 Ethispere - World's Most Ethical Companies 2023 Forbes - World's Best Employers 2024 Forbes - America's Best Largest Employers</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Sales to government agencies have grown each of the past three years. North American sales to these entities are handled inside of the Off-Road Vehicle division of which Polaris Government & Defense and Polaris Commercial business segments report. Polaris Government & Defense and Polaris Commercial represent 6% or ~\$550 million of the 2023 total Polaris sales. Nearly 100% of Polaris Government & Defense sales are in the government and educational sector. Whereas, it represents roughly 15% of the Commercial segment sales.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Sales to government, education, and non-profit agencies have grown each of the past three years. In aggregate, sales to the education sector represent 15% of total sales for Polaris Government & Defense.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>In addition to the cooperative purchasing agreement that Polaris has with Sourcewell, Polaris maintains addendums/riders with seven municipalities and four states with three years sales in excess of \$4M as well as several National Master Standing Offers with Public Works and Government Services Canada, which have three year sales just less than \$12M.</p>	*
24	<p>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>	<p>While Polaris previously held GSA Schedule contracts for selling into the USG, we have opted to work through 3rd party resellers to offer our product to Federal agencies to better serve our customers requirements for small business set-asides. We currently partner with two service disabled veteran owned businesses (SDVOSB) to offer our products on GSA. Three year sales through GSA and GSA partners ~\$60M Defense Logistics Agency Heavy Equipment Procurement Plan (DLA HEPP) SPE8EC-34-D-0038 - Three year sales >\$50M</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
East Bay Regional Park Orinda, CA	Jason McCrystle Fleet Manager jmccrststle@ebparks.org	510-544-2705
Michigan DNR	Melisa Potts PottsM2@michigan.gov	517-388-9905
City of Miami	John F. Babos Jr.	954-871-8707

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
26	Sales force.	<p>Polaris understands that the growing Sourcewell member base needs a partner that can support the varied membership expectations. The ideal partner should offer national coverage and utilize a dealer network to support local buying and aftersales support. At Polaris, we leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> • Off-Road Vehicles: 2,500 US/Canada dealer locations <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions. Sourcewell members benefit from our vast dealer network combined with our commercial sales force and inside sales resources to ensure they receive specific solutions for the varied tasks where vehicles are needed.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of over 2,500 dealers in North America. The dealer network has access to the Sourcewell quoting tools to ensure accurate and clear pricing for Sourcewell members. Dealers are supported by a combination of regionally based account managers as wells as internal sales and customer experience team members who can support quote, pricing and overall transactional process questions.</p> <p>In most situations transactions occur directly between Polaris and the Sourcewell member, and in those cases, the quotes are provided directly by the internal sales and customer experience team.</p> <p>The Sourcewell/NJPA Dealer Guide is attached for reference</p>

28	Service force.	<p>The ideal partner will offer localized service coverage to meet the high standards of responsiveness expected by Sourcewell members. To meet these expectations, Polaris leverages the vast dealer network throughout the US and Canada to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to received Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after-the-sale customer experience. MSD Certified technicians, who complete Bronze, Silver, or Gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first time keeping customer vehicles in operation.</p> <p>Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized.</p> <ul style="list-style-type: none"> • 19 Technical Service Representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles, Pro XD and Snowmobiles. <p>In addition to Polaris's extensive North American dealer network, Polaris Government & Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training Manager. The team consists of ten (10) FSRs geographically dispersed in six (6) states with service trucks, tools, test equipment and spare parts. Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The vast majority of orders utilizing the Sourcewell contract are placed directly through Polaris Government & Defense. Sourcewell members working directly with our inside sales team, receive a quote for the product that meets their specifications. If the customer decides to purchase, they issue a purchase order to Polaris, referencing their Sourcewell member number. Polaris then processes the order, where it is set-up and upfitted to the customer's configuration and then shipped directly to the members location.</p> <p>See ATV Government, Commercial Fleet Discount Program and Sourcewell Dealer Quote Form (attached) for process when members order directly from a local dealer.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We believe better trained dealer staffs and technicians create better dealer experiences, more satisfied customers and more profitable dealer. Obtaining MSD certification offers many benefits for the dealer. In addition to having well-trained staff, there are competitive advantages, operational cost reductions (and in some cases, increased allowances) as well as additional rewards opportunities for certified dealers. The knowledge and expertise gained by completing the appropriate training gives those staff members in operational roles and service technicians the ability to provide a positive and seamless customer experience. For example, Gold and Silver certified technicians can contribute to the product line boards they are certified in by asking questions, posting responses, and accepting solutions. Other incentives for dealers who complete and maintain MSD certification include reduced or eliminated monthly MSD surcharges. Dealers who fail to maintain their certifications will lose their MSD benefits and be charged a monthly surcharge. The combined dealer benefits are all focused on ensuring a strong customer experience with minimal downtime.</p> <p>Polaris also realizes that supporting our dealers with factory-trained and available technical support representatives is critical to ensuring a strong customer experience. Internal metrics that are tracked, monitored and reviewed on a regular basis include response time, response quality and time to resolution. Tracking these metrics ensures that Polaris is properly supporting dealer partners and are critical to our overall customer service.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Polaris is fully capable and willing to provide our products to Sourcewell customers in the United States. Polaris leverages a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> • Off-Road Vehicles: 2,500 US/Canada dealer locations. • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations. <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Polaris is pleased to offer a variety of UTVs, ATVs and Snowmobiles that we currently offer under a Canadian Public Works National Master Standing Offer. Sourcewell pricing in Canada will match that pricing. These orders are fulfilled through our existing network of Canadian dealers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Polaris will sell into all geographic locations within the United States. Additional transportation charges are applicable to orders going to Alaska and Hawaii. For customers in Canada, vehicles and equipment can be provided to customers located within 150km of the following city centers:</p> <p>St-John's, NL Halifax, NS Moncton, NB Québec, QC Montréal, Qc Ottawa, On Kingston, ON Sudbury, On North Bay, On Toronto, On London, On Winnipeg, MB Regina, Sk Saskatoon, Sk Prince Albert, Sk Calgary, Ab Edmonton, Ab Kelowna, BC Vancouver, BC Victoria, BC Creston, BC Terrace, BC Prince George, BC Whitehorse, YT Hay River, NT Yellowknife, NT</p> <p>Additional shipping charges may apply for locales outside of these areas. Pricing will be provided at time of quote.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Polaris will sell to any Sourcewell participating sector. We have no restrictions other than limitations to farther reaches of some remote Canadian providences as outlined in question 33 above.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges would be applicable for orders being delivered to Alaska, Hawaii and other US Territories. These prices will be provided to the Sourcewell member at time of quote.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Polaris's standard terms are Net 30 to qualified nonprofits.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing team is very familiar with the Sourcewell brand and is ready to represent that brand well in our marketing efforts. Polaris as a corporation has significant resources invested into promoting off-road vehicles, low-speed vehicles, and snowmobiles at a national level. In addition to that broad product awareness, Polaris will also be reaching potential Sourcewell contract users via several targeted means:</p> <ul style="list-style-type: none"> - Trade shows – state and local government level events (i.e. local and national Chiefs of Police Shows, FDIC, Municipality Expo, etc.) - Demos/visits- when possible invite customers to visit our facilities in Wyoming, MN for vehicle familiarization/training events, we have also created virtual options for facility tours and vehicle trainings. - Print and digital advertising – investing in advertisements in government publications and putting a focused effort on PR and outreach to state and local government audiences. - Direct mail and direct e-mail - utilizing growing government customer database - Social media – Added to our dedicated government and commercial pages to now have presence on LinkedIn, Facebook, X, Instagram and plans to continue expanding, including a regular cadence of government facing posts and followers (50K+ and growing) - Sourcewell integration into various government and commercial marketing collateral and on website: https://military.polaris.com/en-us/how-to-buy/ • Website – www.polaris.com, and we have made significant updates and advances to the government & defense and commercial websites for online government and education shoppers, including launching a 3D build tool so customers can visualize vehicle selections along with being more self-sufficient while researching products online. • We also provide sales enablement/training for sales and BD teams <p>A sample of the product data sheets are attached.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Polaris has dedicated significant enterprise resources into developing a world-class CRM system to reach customers with targeted messaging dependent on purchase history, interest level (grading), organization type, and many other key variables. We launched this tool with the Government, Defense and Commercial teams in 2018 and have been focusing on building a repository of data to allow us to improve marketing and sales experience. We use this data to form communications to specific customers and their needs to increase communication relevance and effectiveness.</p> <p>In addition to the foundation of this CRM system, Polaris is actively funneling more customer information into this database via social media, quote history, website sign-up, trade show lead capture, and more. We have had a continued focus around growing and targeting through social media campaigns and personalization on our website based on visitors geographic location to create an experience that better resonates with the customer. The launch of the 3D build tool mentioned previously in question 37 is also an improvement to our customers experience and allows us to provide a unique experience where we also are able to collect leads and customer information is funneled into our CRM system for further follow up.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Having partnered with NJPA/Sourcewell for the last twelve (12) years, Polaris is well aware of Sourcewell's ability to promote the vendor contracts. Our expectation is that Sourcewell will continue to expand the contract awareness as evidenced by it's ability to expand into the Canadian marketplace. Sourcewell is already integrated into our sales process and is the go to contractual vehicle for sales to state, local, education and non-profits. Sourcewell branding is already incorporated into our web pages as well as our product data sheets.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Polaris has implemented an on-line tool that allows customers to select the vehicle that meets their requirements and allows them to configure to their liking. This tool provides them with a visual depiction of what their final product will look like and provides the MSRP price of the vehicle. They are then able to request a quote from Polaris representative who will apply the appropriate discounts based on the Sourcewell pricing model. In absence of an e-procurement ordering process, the online configuration tool helps Sourcewell members get a general understanding of pricing.</p>

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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<p>41</p>	<p>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.</p>	<p>The Polaris Government & Defense Field Service and Training team offers numerous courses in proper driving and maintenance. These courses are optional, with pricing provided in the price volume of the proposal. These courses include the following:</p> <p>PD1236 New Equipment Training PD1238 Mechanic Certification Course PD1241 1 Week Fleet Maintenance For 15 Vehicles PD1242 Master Driver Training Course PD1243 Drivers Safety Training Course PD1245 Advanced Diagnostics and Drivetrain Certification Course</p> <p>The following is a brief description of the courses and their content:</p> <p>New Equipment Training (NET) = 1 Day Course that provides a basic overview of the Polaris vehicle, basic details on the proper and safe operation of the vehicle along with basic steps to perform operator level maintenance – max. 20 personnel</p> <p>Mechanic Certification Course (MCC) = 4 Day Course provided at the customer’s location using on-site facilities. This course trains and certifies on-site maintenance personnel to properly service/maintain their Polaris vehicles up to and including warranty level repairs.</p> <p>Master Driver Training Course (MDTC) = Four-day course, which will be provided at the customer’s location using on-site facilities. This course shall train onsite personnel to establish a Train the Trainer program using the organization’s facilities and their fielded Polaris vehicles. The training provided through Polaris Government & Defense’s MDTC is designed around safe operation of the vehicle. This is a pass/fail course and all Driver/Coach Candidates must have prior off-highway riding experience (i.e DSTC).</p> <p>Driver Safety Training Course (DSTC) = Three day course, which will be provided at the customer’s location using on-site facilities and equipment. The training provided through Polaris Defense’s DSTC is designed around safe operation of the vehicle. This is a beginner level course that covers basic driving skill, basic recovery techniques and PMCS of the Vehicle. Students who successfully complete the course will receive ROHVA operator certification.</p> <p>Advanced Diagnostics and Drivetrain Certification Course (ADDC) = Mechanic’s Course: Learn to disassemble and re-assemble entire drivetrain on Polaris vehicles plus advanced diagnostics. Students will learn to efficiently tear down, identify components, diagnose issues and re-assemble complete engine, front drive, and gear case. Note: prerequisite MCC (level 20) required to be completed before taking this course.</p> <p>Many authorized dealers also offer local training, and the pricing and method of training is at the discretion of the dealer. Pricing for training purchased direct from Polaris is listed in the attached pricing matrix.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Polaris continues to integrate new, customer-centric technology into our vehicles whenever it can drive productivity, enhance the operator experience, or improve overall safety. Innovation has always been at the heart of Polaris, and some recent technological advances that can benefit Sourcewell members include:</p> <p>* RIDE COMMAND+--the original, nationwide off-road mapping system with over a million miles of verified trails and unique features. RIDE COMMAND is available free of charge for all riders via the Polaris app, online or in your vehicle. Experience hassle-free ownership with RIDE COMMAND+. Monitor your vehicle's health, location, and maintenance schedule right from your palm. Available on select models, the 7" Display powered by RIDE COMMAND puts vehicle controls at your fingertips. With glove-touch compatibility, simply tap to seamlessly switch features, navigate, or access configurable gauge views. RIDE COMMAND+ allows you to stay connected with fellow riders even on your most remote adventures with Group Ride. Track your journeys, send messages and navigate with ease—even when you're offline. The use data that can be harvested from the Telemetric system allows analysis of your complete fleet no matter the location. This information enables the efficient use of the vehicles over the entire maintenance cycle, allowing for defined and predictable maintenance periods and maintenance budgeting based on maximizing the use of all the vehicles in a fleet. The use case information gathered can intelligently inform on future fleet purchase requirements to optimize the number of units for the job and predicted life cycle based on number of hours the individual units are being used. In cases of vehicle fleets dispersed over a large area, the vehicle tracking allows pinpoint locations of your individual fleet units, allowing efficient planning for daily use based on vehicle availability. For emergencies in remote locations, it also allows tracking of vehicles that can be coordinated with rescue services for expedited coordination of care.</p> <p>*RANGER Kinetic --To meet the growing demand for zero emission vehicles (ZEV), clean and alternative fuel vehicles (AFV), Polaris Government and Defense offers the all-new electric RANGER to government organizations including federal, state and local agencies, and non-profits. This all-new, all-electric RANGER XP Kinetic is a significant offering for our government customers that need to incorporate more electric vehicles into their fleet without sacrificing utility, performance or durability. The RANGER XP Kinetic can decrease total cost of ownership, reduce CO2 emissions and operate quietly.</p> <p>*OEM Certified Law Enforcement and Fire & Rescue models - Law Enforcement - Security, patrol, special events, personnel transport, customs and border protection, disaster relief and first response. Fire & Rescue - fire prevention, fire response and search & rescue</p> <p>* All new Polaris XPEDITION with a 114hp Prostar 1000 Gen 2 engine to carry gear into deep back country.</p> <p>*All new RANGER XD 1500 extreme duty featuring a 1500 cc engine, 3,500lb towing capacity and 1,500lb cargo box payload.</p> <ul style="list-style-type: none"> • Kevlar® backed seats on Pro XD utility vehicles resist punctures and tears, focused on reducing cost of ownership • Vehicle fault alarms on Pro XD utility vehicles to notify users of potential issues that could cause serious damage to the vehicle. A combination of visual (display) and audible alarms include low oil pressure, parking break engagement, belt slip, and engine overheat. • Speed limited utility vehicles to 15 mph if seat belt is not engaged • Heating and air conditioning in a fully cabbed vehicle on certain RANGER utility vehicles, resulting in reduced operator fatigue and increased productivity • Industry-first plow mode on certain RANGER utility vehicles, making snow plowing more efficient by automatically adjusting the plow position depending on the gear the vehicle is in • Our self-extinguishing plastics and flame-retardant materials are strategically located for a safe and comfortable riding experience. <p>In addition, the 10-year exclusive partnership agreement, signed in September 2020, between Polaris and Zero Motorcycles will enable Polaris to develop, manufacture and sell electrified utility vehicles using Zero's powertrain technology, hardware and software. Polaris is well positioned to accelerate the development of its premium electric vehicle offering across its product lines and to lead the industry in electrification – another example of the technological advances that can benefit Sourcewell members.</p>
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>In line with our belief in continuous improvement, Polaris works to reduce our environmental impact and create efficiencies across our operations — from suppliers, manufacturing and distribution to our office facilities. After completing our previous five-year environmental goals in 2022, we introduced new 2035 goals, outlined below, focused on furthering environmental sustainability.</p> <ul style="list-style-type: none"> • 75% renewable electricity • 50% reduction in absolute GHG emissions (Scope 1 and Scope 2) • 90% of waste diverted from landfills • Participate in the U.S. Environmental Protection Agency’s SmartWay Transportation Partnership • 100% of manufacturing facilities will implement a water stewardship program <p>Our corporate responsibility report has been included as an attachment in a .zip file along with our Annual Report.</p> <p>In addition to corporate initiatives, Polaris has introduced the all-new, all-electric RANGER XP Kinetic to our government customers that need to incorporate more electric vehicles into their fleet without sacrificing utility, performance or durability. The RANGER XP Kinetic can decrease total cost of ownership, reduce CO2 emissions and operate quietly.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a responsible corporate citizen, Polaris is dedicated to protecting human health, natural resources and the global environment. This dedication reaches further than compliance with the law to encompass the integration of sound environmental practices into our business decisions. The following Environmental Principles provide guidance to Polaris personnel worldwide in the conduct of their daily business practices:</p> <ul style="list-style-type: none"> • We are committed to taking actions to preserve the environment. • We are committed to reducing waste and pollutants, conserving resources and recycling materials at every stage of the product life cycle. • We are committed to reducing greenhouse gas intensity, improving energy efficiency and increasing renewables as a part of our energy portfolio. • We are committed to continually assessing the impact of our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement. <p>-Polaris is committed to purchasing or producing a portfolio of 75% renewable electricity by 2025. In 2023 we achieved 45%</p> <p>- Polaris currently has four on-site solar projects that generate 1,546 megawatt-hours of renewable energy in 2023.</p> <p>-Polaris committed to and achieved a 5% reduction in GHG emissions by 2022 and has set a new goal to achieve a 50% reduction by 2035.</p> <p>- In 2023 we constructed a solar panel installation on the roof of one of our distribution centers that will produce 1,600 megawatt hours of energy annually. Excess capacity will be sold back to the grid.</p> <p>-In 2023, three of our US facilities completed lighting upgrades swapping out fluorescent lights with LED, saving 1,158MWh of electricity and 521 metric tons of CO2 annually.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Polaris Government & Defense is a business unit within Polaris, dedicated to the unique needs of our government and military customers. In existence for nearly 20 years, we provide all the advantages of an OEM with the responsiveness of a small business unit – and combined with our extensive commercial dealer network, we provide confidence in the capability of our products, an extensive logistical and maintenance support network, and a comprehensive number of proven accessories to ensure the vehicles we provide meet your application needs.</p> <p>Government and Defense customers have unique use cases and challenges for their fleets that are not present in the consumer market. Our experienced and dedicated team in Government and Defense understand those challenges and apply that knowledge in the recommendations for your vehicle requirements, upfitting packages and support that allow your fleet managers and procurement agents to purchase with confidence that they have the right vehicle for the job and the experienced OEM support to reduce the burden on the fleet managers. Our team also brings extensive knowledge for new equipment training, user driver training and maintenance that allows for a successful roll out of a complete fleet of vehicles no matter what the tasking. Polaris is the only off-road OEM to provide law enforcement, fire and rescue personnel with turn-key vehicle solutions, validation, warranty, training, service and ease of purchasing. This is paramount for departments to have the confidence that the integration is validated on the vehicle and supported with a warranty.</p>
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	<p>All of our UTV’s contain ROHVA certified Roll Over Protect Systems (ROPS), seat belts, cab nets or doors, headlights and brake lights. Additionally, some model vehicles can be equipped with Ride Command+, Active Decent Control (ADC), electronic speed limiters and DYNAMIX semi-active suspension. Our ATVs and snowmobiles have headlights, brake lights, emergency shut-off switches.</p>

<p>47</p>	<p>Are your products equipped with GPS or telematics features or other route optimization options?</p>	<p>Polaris RIDE COMMAND+ is the original, nationwide off-road mapping system with over a million miles of verified trails and unique features. RIDE COMMAND is available free of charge for all riders via the Polaris app, online or in your vehicle. Experience hassle-free ownership with RIDE COMMAND+. Monitor your vehicle's health, location, and maintenance schedule right from your palm. Available on select models, the 7" Display powered by RIDE COMMAND puts vehicle controls at your fingertips. With glove-touch compatibility, simply tap to seamlessly switch features, navigate, or access configurable gauge views. Stay connected with fellow riders even on your most remote adventures with Group Ride. Track your journeys, send messages and navigate with ease—even when you're offline.</p> <p>Confidently explore new routes with GPS navigation and over a million miles of verified trails, accessible even without cell service. Easily download available trail data, including details about both public and private land.</p> <p>RIDE COMMAND makes planning your route easy and enhances on-board navigation by highlighting points of interest and allowing you to set waypoints for your ride. This mapping capability and waypoint additions can easily construct routes for others to follow, allowing for consistency in the coverage of areas of interest and daily duties outlined for a full team syncing their travels together. The use data that can be harvested from the Telemetric system allows analysis of your complete fleet no matter the location. This information enables the efficient use of the vehicles over the entire maintenance cycle, allowing for defined and predictable maintenance periods and maintenance budgeting based on maximizing the use of all the vehicles in a fleet. The use case information gathered can intelligently inform on future fleet purchase requirements to optimize the number of units for the job and predicted life cycle based on number of hours the individual units are being used.</p> <p>Vehicle Location In cases of vehicle fleets dispersed over a large area, the vehicle tracking allows pinpoint locations of your individual fleet units, allowing efficient planning for daily use based on vehicle availability. For emergencies in remote locations, it also allows tracking of vehicles that can be coordinated with rescue services for expedited coordination of care.</p>
<p>48</p>	<p>Describe how your products positively contribute to environmental concerns such as air pollution.</p>	<p>Since our signing of a ten year agreement with Zero Motorcycle in 2020, Polaris has spent significant effort in electrification of our product line, including higher horsepower electric pontoons and the introduction of the RANGER XP Kinetic, an all-electric powertrain engineered for off-road use. The RANGER XP Kinetic received the 2023 Popular Science Best of What's New Award within the automotive category. We have launched a lithium-ion battery global lifecycle management program and partnered with the State of Michigan to develop a network of EV charging stations on their off-road trail systems. Additionally, all of our models meet CARB (California Air Resource Board) and EPA emissions as well as offering Turf Mode to lessen impact on soils and limit erosion.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	As a contractor doing business with the Federal government, Polaris maintains an approved Small Business Subcontracting Plan that it is required to submit on an annual basis. It outlines our commitment to seeking opportunities to contract with small, small disadvantaged, woman owned, veteran owned, service disabled veteran owned and HubZone businesses. Please refer to the attachments section of the proposal for a copy of the 2023 USG Approved Small Business Subcontracting Plan.
50		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	RKO Enterprises
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Paulson Public Relations
52		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Defense Aerospace International, Force Four Logistics
53		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	CTX Engineering, Engstrom Technical Services, Force Four Logistics, Defense Aerospace International
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Defense Aerospace International, Force Four Logistics
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NP2H, CTX Engineering, RKO Enterprises, Paulson Public Relations
56		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	RKO Enterprises
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Paulson Public Relations

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Polaris's standard payment terms are net 30 after invoice. Acceptable payments include check, money order, wire transfer, EFT or credit card
59	Describe any leasing or financing options available for use by educational or governmental entities.	We understand that having the right leasing or financing options for educational or government entities can be just as important as having the right equipment. We offer financing and leasing for RANGER, RZR, GENERAL, Polaris XPEDITION, Sportsman and Pro XD products through our dealers via a partnership with Wells Fargo Vendor Financial Solutions. Our leasing solutions make it easier for the entity to obtain Polaris vehicles with terms that fit the business, enabling the preservation of working capital and cash flow for other operating needs. Our most popular leasing program, Fair Market Value, gives a customer the option to purchase the equipment or upgrade to a new vehicle at the end of the term. Lease terms available include 36-month, 48-month and 60-month leases. Traditional loans are also available through that same Wells Fargo Vendor Financial Solutions partnership. We offer 36-month, 48-month and 60-month loans.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Upon inquiry from a Sourcewell member, Polaris Government & Defense Inside Sales Reps would provide a formal quotation based on our existing CRM system. The formal acceptance by the Participating Entity would be through their formal procurement systems. See attached sample quote.	*
61	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?	Polaris accepts P-card procurement and payment for Polaris Direct transactions. There are no additional charges to Sourcewell participating entities.	*
62	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.	Polaris's discount structure to Sourcewell customers is based on a percentage discount off of MSRP. The various discount rates by product line are outlined in the response to question 63. Pricelists for the various product lines for the US are attached.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>US Discount Structure</p> <p>Off Road Vehicles (ORV) Discount Structure</p> <p>RANGERS, RZR, GENERAL, Polaris XPEDITION- 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Sportsman- 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Pro XD - 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>RANGER Kinetic - 4.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Snowmobiles - 11.0% off MSRP, plus shipping, exclusive of Admin Fee</p> <p>Accessories 15% off MSRP, plus install, exclusive of Admin Fee</p> <p>Oils & Lubricants 15% off MSRP, exclusive of Admin Fee</p> <p>Training 10% off MSRP</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	No additional volume discount is offered on the Sourcewell contract as the discount structure is based off the combined volume anticipated through the aggregate number of Sourcewell purchases. Customers seeking larger volume purchases, such as a fleet, will be evaluated on a case by case basis for additional discounts beyond that offered on the Sourcewell contract.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Polaris can offer "open market" items to Sourcewell Members. We define open market items as specific add-on features/accessories that are not on contract. An example may include a vehicle accessory (i.e. a unique exterior lighting accessory) that is requested by the Sourcewell member that is not available directly from Polaris but can be purchased and installed by the authorized dealer. The price of the open market item would represent fair market value and be negotiated between the authorized dealer or Polaris and the Sourcewell Member. The open market item would be itemized on the quote and listed as "open market" or "non-contract."	*
66	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.	Vehicles are unique in their requirements for preparation prior to use. Some may require pre-delivery inspection based on their size and shipping method from the factory. Dependent on the specific product, some vehicles may have locally installed options/accessories by the authorized selling dealer. For example, some vehicles require title, licensing, or state specific fees (California tire fee). When an authorized dealer issues a quote for a vehicle, any additional costs will be itemized separately and are not subject to the Sourcewell discount. These costs will be quoted by dealers at fair market value.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to Sourcewell members who choose to pick up their vehicle from the authorized dealer. Dealer may charge local delivery fees to the Sourcewell member location, and if so, those delivery fees will be itemized separately on the quote. If a US customer purchases from Polaris Direct, shipping to a CONUS location is included in the list price.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the United States, shipping charges to the customers location are included in the pricelist for all deliveries to the continental United States (CONUS) Shipments to Alaska and Hawaii are priced separately at the time of quoting to the customer. Shipping costs in Canada are also included in the price of the product provided if the destination is within 150km of the major city centers identified in question 33.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members that purchase ORV products direct from Polaris will have their vehicles up-fit and accessorized at the Polaris factory and delivered direct to their location without having to pick up the vehicle from a dealer. For products that are procured through a dealer, arrangements can be made with the dealer for delivery to their location.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Polaris has established a CRM based quote/order processing and invoicing system based on Microsoft Dynamics. The whole process starts with a generation of a quote, which requires the sales rep to select the Sourcewell contract and pricelist to generate the quote, ensuring correct pricing. When an order is received, it is reviewed with the Sales Team and Sales Supervisor to ensure accuracy. This same CRM module allows reports to be generated on a quarterly basis to query the number of sales associated with the Sourcewell contract. These sales numbers along with the data pulled from the rebate program, which captures dealer direct sales is then combined into a final report for capturing quarterly sales. These numbers are reviewed by Polaris Government & Defense's Contract Manager to ensure accuracy and then a check request/EFT is requested from account receivables to Sourcewell.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Having had a co-operative agreement with NJPA/Sourcewell since 2012, we will draw upon our extensive past history to compare current sales against previous years. We have continually seen an increase in our Sourcewell sales each year and will be measuring our performance against benchmark results.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Polaris proposes a 3/4% administrative fee against the total value of the orders delivered each quarter. This administrative fee is consistent with the same Industrial Funding Fee that Polaris has paid the General Services Administration on our GSA MAS contracts. Polaris is offering the same discount and administration fee structure as our other USG contracts. This allows for a single price list for both USG and Sourcewell and eliminates any conflicts with most favored customer pricing, since Federal, State, Local, Education and Non-Profit all receive the same pricing.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Polaris utilizes the same pricelist for Sourcewell members as utilized under our contracts with Federal agencies. Utilization of the same pricelist for Federal agencies and Sourcewell clients ensures consistency across governmental, educational and non-profit customer base.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Detailed product specification sheets are attached to this proposal. A summary of the Polaris offerings are described below: Polaris Vehicles The RANGER XP Kinetic features an all-electric powertrain giving customers a sustainable option for when an off-road capable, zero emissions vehicle is preferred. With class-leading 110 horsepower, 140 lb-ft of torque and the ability to tow 2,500 lb and haul 1,250 lb, the RANGER XP Kinetic provides uncompromised power and precise control when pulling or towing heavy loads. Three drive modes – Eco+, Standard and Sport – allow customers to optimize power for the task at hand. The RANGER XP Kinetic's drivetrain features fewer moving parts for lower maintenance costs and more uptime for increased productivity. Plus, the quiet electric powertrain means easier radio and face-to-face conversations as well as greater situational awareness and less disturbance. The RANGER XP Kinetic also boasts a rigid one-

piece chassis, full-body skid plate and large front bumper to deliver maximum protection to the operator and vehicle. Ground clearance of 14 inches, 10 inches of suspension travel and 29-inch Pro Armor X-Terrain tires further increase durability of the RANGER XP Kinetic to take on the toughest terrain.

Snowmobiles

Polaris started its journey over 70 years ago as the first manufacturer of snowmobiles. Through this hard work, we've introduced new, innovative technologies in the industry. We give riders a way to realize their passion and share it with friends and family. Our offerings include RMK Mountain, Switchback On & Off Trail, Titan Extreme Crossover, Indy Performance and Voyageur Recreational Utility sleds. Snowmobiles are an invaluable tool in deep snow and snow-covered mountainous terrain, which is normally a challenge for traditional vehicles.

Pro XD Utility Vehicle

The Pro XD provides industry-leading durability, serviceability and safety to deliver a utility vehicle built to withstand the toughest work environments, and ultimately, provide customers with increased durability, lower maintenance costs and improved safety features. Whether hauling people or cargo, the Pro XD, is available in gas, diesel and electric and 2 or 4 seating configurations. Polaris-engineered made-for-work accessories, including full cab enclosures, lighting options, heat, front plow options, and other safety features are available to meet the specific application. Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

RANGER Off-Road Vehicles

The RANGER off-road portfolio offers the most complete lineup of utility vehicles, with various configurations to meet specific customer needs. Electric and gas options, varying seating configurations, payload capacities up to 2,000 pounds and towing capacities up to 2,500 pounds and optional heating and air conditioning on select models are just a few of the features available across the RANGER lineup. Polaris engineered accessories including full cabs, lighting, winch, plow, vehicle protection and other work accessories are available to meet the specific application.

RANGER XD 1500

With its unprecedented capability, brute strength and unmatched comfort, the new extreme duty class of RANGER side-by-sides are engineered with the first-ever ProStar 1500cc 3-cylinder engine that offers an industry-leading 110 horsepower, the industry-exclusive STEELDRIVE automatic transmission for greater durability and precise control, and over 70 new accessories for enhanced customization, highlighted by Polaris' exclusive Lock & Ride MAX system. The RANGER XD 1500 can tow 3,500 lbs and has a cargo box capacity of 1,500 lbs. Government customers need a vehicle that delivers all-day comfort for those long days on the job. Beyond industry-leading capability and durability, the RANGER XD 1500 prioritizes comfort across the entire lineup to keep customers going strong on the longest days. Features include a spacious interior, premium seating, available heated seats, HVAC and Ride Command technology.

Polaris XPEDITION

The new Polaris XPEDITION is appropriate for city, state and federal personnel as they patrol and protect conservation and public lands. Combining the all-terrain capabilities of traditional side-by-sides with comfort and cargo capabilities typically associated with overlanding, the Polaris XPEDITION delivers capability, performance and comfort in a first-of-its-kind crossover side-by-side. With a 200+ mile fuel range, 1,160 lb payload and 2,000 lb towing capacity, the vehicle is designed to carry more gear and provide greater protection from the elements. The Polaris XPEDITION features integrated fold-flat rear seats, a pass-through cab and easy roof rack solutions to accommodate virtually any loadout. Delivering all-day comfort, the Polaris XPEDITION is the first-ever sport side-by-side to offer a fully enclosed cab with full roof coverage, windows and optional heating and air conditioning providing riders protection from the elements.

GENERAL

The Polaris General is a versatile crossover side-by-side (UTV) and is available in two and four-seat models with a 1,100 lb payload capacity, the ability to tow 1,500 lb, and a 100 HP engine. It also has validated equipment packages available directly from Polaris.

RZR

The Polaris RZR is a high-performance sport side-by-side (UTV) designed for extreme off-road mobility. RZR provides the ultimate combination of power, agility and unrivaled ride and handling to take on the most dynamic environments. It is highly customizable for any application.

Sportsman All-Terrain Vehicles

Polaris offers best-in-class ATVs that are engineering for high performance, maximum reliability, and superior ride and handling to reduce operator fatigue on the job. A full line of Polaris-engineering accessories, including windshield, storage, winch, plow blades and more, is available to customize the ATV to the specific Sourcewell member application.

LAW ENFORCEMENT

RANGER law enforcement units provide professional, squad car-type capabilities in a nimble off-road and urban mobility vehicle complete with the same sirens, horns, PA system and emergency lighting. Designed for comfortable and efficient operations in all climates, the RANGER XP 1000 NorthStar offers three and six-passenger options with a full cab and heat/AC for passenger comfort and protection from the elements.

The GENERAL is response ready with the all-new extreme off-road Emergency Light Kit with Infrared (IR) and Blackout capability. Equipped on a four-seat GENERAL XP 4 1000 UTV, the rugged light kit debuted at the International Association of Chiefs of Police (IACP) Conference and Exposition in 2023. The new rugged Emergency Light Kit with IR and Blackout includes a 50-inch tactical lightbar, 35-inch lightbar and integrated emergency lights around the vehicle body provide a full 360-degree package with different color options.

FIRE & RESCUE

The QTAC® Firefighting Skid is capable of drafting, applying retardants and small-scale fire suppression. It is ideal for use cases such as small to large scale prescribed burn control, grass and prairie burns, and dry grass cutting standby. The firefighting skid features additional options, including a 2.5-gallon foam capacity, a draft hose kit, an electric hose reel option and a 9-horsepower version with electric start.

- Extreme Duty Firefighting: The Extreme Duty Firefighting Package includes a RANGER XD 1500 Premium Standard Cab UTV equipped with a firefighting skid and lighting options that include a 20-inch or 40-inch single row lightbar and the Polaris' standard emergency light kit. The vehicle package also comes with Polaris Pro Armor 32-inch harvester tires, side and rearview mirrors, hood storage rack, upper front brush guard, rock guard with step and a heavy duty 6,000-lb winch.

- Off-Road Firefighting: The Off-Road Firefighting vehicle package includes a RANGER XP 1000 Premium Standard Cab, the firefighting skid, Low-Profile Linear Emergency light kit with lightbar and body lights, and a siren and PA system. The vehicle package also includes hood storage rack, side and rear-view mirrors, rock guard with step, and a headache rack.

Fire & Rescue Skid

The Fire & Rescue Skid includes a unique, convertible rescue litter platform that allows for the tailgate to be closed on the UTV when not in use. This skid is ideal for the same use cases as the firefighting skid with the addition of remote rescue and public events. The Fire & Rescue Skid can also be equipped with optional 2.5-gallon foam capacity, a draft hose kit, electric hose reel option.

- Extreme Duty Fire & Rescue: The Extreme Duty Fire & Rescue vehicle package includes a RANGER XD 1500 CREW NorthStar Premium UTV equipped with the Fire & Rescue Skid, deluxe emergency light kit and premium emergency light bar with siren and PA system. The vehicle kit also includes Pro Armor 32-inch harvester tires, side mirrors, hood storage rack, an upper front brush guard and rock guard with step.

- Off-Road Fire & Rescue: The Off-road Fire & Rescue vehicle package includes a RANGER XP 1000 CREW Premium equipped with the Fire & Rescue Skid, a deluxe emergency light kit and premium emergency light bar with siren and PA system. Additionally, the package includes a hood storage rack, fixed glass windshield, poly rear panel, side and rearview mirrors, and rock guard with step.

Rescue Skid

The QTAC Rescue Skid has a full-size rescue area, sliding storage and an attendant seat, with optional IV pole and O2 bottle mounts available. The skid is ideal for remote rescue operations and public events.

- Off-Road Rescue: The Off-Road Rescue vehicle package includes a RANGER XP 1000 CREW NorthStar Premium equipped with the Rescue Skid, a siren and PA system and emergency lighting that includes the Polaris deluxe emergency light kit and a premium emergency light bar. The package also includes a hood storage rack, side mirrors, and rock guard with step.

		- Electric Off-Road Rescue: Designed for those wanting an electric option in their rescue fleets, the Electric Off-Road rescue vehicle package comes with the RANGER XP Kinetic Premium UTV equipped with the Rescue Skid, Low-Profile Linear Emergency light kit with a siren and PA system. The vehicle package also includes a poly roof and poly rear panel, a full-size fixed glass windshield, front hood storage rack, side and rear-view mirrors, a rock guard with step and a 4500-lb winch.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial utility vehicles (UTVs) Off-Road utility vehicles (UTVs) All-terrain vehicles (ATVs) Emergency Response (UTVs) Fire Fighting (UTV's) Law Enforcement (UTV's) Electric transport Personnel carriers Burden carriers Snowmobiles
76	Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)	Polaris offers gas, diesel and electric options for our products. Polaris understands the importance in electrification and its impact on higher education and government sustainability initiatives. Already a leader in electric vehicle offerings, Polaris is accelerating that position with a recent 10-year exclusive partnership with Zero Motorcycles, a company with pioneering electrification experience, proven leadership, and electric powertrain technologies that are unmatched in the market. Under this 10-year agreement, Polaris plans to launch a new electric option to customers across each of its core business segments by 2025. We are excited to deliver additional electric vehicles within the range, value and performance characteristics that Sourcewell members desire. The current offering by product type is noted below. Utility Vehicles (UTVs) • Gas • Diesel • Electric All-Terrain Vehicles (ATVs) • Gas Burden Carriers • Gas • Electric * Diesel Personnel Carriers • Gas • Electric Snowmobiles • Gas

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris XPEDITION, RANGER. GENERAL, RZR, , Sportsman and Pro XD

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Pricelists.zip - Friday September 06, 2024 11:57:06
 - [Financial Strength and Stability](#) - 2023-polaris-annual-report-Geared for Good.zip - Friday September 06, 2024 11:16:25
 - [Marketing Plan/Samples](#) - Polaris Data Sheets.zip - Friday September 06, 2024 15:35:03
 - [WMBE/MBE/SBE or Related Certificates](#) - 2024 Commercial Small Business Subcontracting Plan Polaris.pdf - Friday September 06, 2024 11:57:56
 - [Standard Transaction Document Samples](#) - Quote Form Example.pdf - Friday September 06, 2024 11:23:05
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcwell Dealer Program & Quote Form.zip - Friday September 06, 2024 11:16:50
 - Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1