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MASTER AGREEMENT #062326
CATEGORY: Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services
SUPPLIER: Discovery Energy, LLC dba Rehlko

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Discovery Energy, LLC dba Rehlko, 5757 N. Green Bay Ave., 2nd Floor Florist Tower, Glendale, WI 53209 (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 I:
General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

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

E. **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 August 21, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **Extensions.** Sourcewell 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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **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.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #062326 ("RFP") to Participating Entities. In Scope solutions include, but not limited to:

1. Stationary and mobile electrical generation systems:
    1. Prime and continuous systems,
    2. Backup or standby systems,
    3. Paralleling and modular systems;
    4. Containerized and skid-mounted generators,
    5. Trailer or chassis mounted generators,
2. Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
3. Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.

H. **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.

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I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

J. **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.

K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

L. **Open Market.** Supplier's open market pricing process is included within its Proposal.

M. **Supplier Representations:**

1. **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.

2. **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.

3. **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.

N. **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.

O. **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.

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are

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responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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

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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.

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.

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.

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.

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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.

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).

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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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.

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.

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.

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.

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.

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.

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.

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.

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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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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.

C. **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.

D. **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,

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

E. **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.

F. **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;

G. **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.

H. **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.

I. **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

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

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

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R. **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.

S. **Grant of License.**

1. During the term of this Agreement:

a. **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.

b. **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.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. 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.

4. **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.

T. **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

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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.

U. **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.

V. **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:

1. **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

2. **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.

3. **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.

4. **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

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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.

5. **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.

W. **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.

X. **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 III:
Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

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C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/6/2026 | 7:30 AM CDT

Discovery Energy, LLC dba Rehlko

Signed by:
Sean Kenefick
5D1885660746467...

By: _____
Sean Kenefick
Title: GM Americas PS

Date: 10/5/2026 | 11:52 AM CDT

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ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

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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, "Suppliers 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 Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

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individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

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

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

M. **Federal Seal(s), Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

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

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

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

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infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

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- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

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reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

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RFP #062326 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Rehlko
Address:	200 Twin Oaks Rd Kohler, WI 53044
Contact:	Luka Gale
Email:	luka.gale@rehlko.com
Phone:	720-393-0051
HST#:	

Submission Details

Created On:	Tuesday May 05, 2026 16:01:08
Submitted On:	Tuesday June 23, 2026 12:46:12
Submitted By:	Graham Ver Velde
Email:	graham.vervelde@rehlko.com
Transaction #:	dab9e5c8-0bd0-4ab7-b77c-ad7855797280
Submitter's IP Address:	10.13.0.23

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Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Discovery Energy, LLC, d/b/a Rehlko	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 9XWR4	*
5	Provide your NAICS code applicable to Solutions proposed.	335312, 335313, 335999	
6	Proposer Physical Address:	2nd Floor Florist Tower 5757 N Green Bay Ave Glendale, WI 53209	*
7	Proposer website address (or addresses):	https://www.rehlko.com/	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Sean Kenefick: GM AMERICAS, PS Sean.Kenefick@rehlko.com 630-333-5805	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Luka Gale: Director - Corporate Accounts Luka.gale@rehlko.com 720-393-0051	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Graham Ver Velde: Account Manager - Government Accounts Graham.vervelde@rehlko.com 920-980-8657	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to

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Table 2A and 2B)

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Rehlko, formerly Kohler Energy, was originally established as Kohler Energy, a division of Kohler, Co., with over 100 years of experience in delivering innovative and dependable energy technologies. In May 2024, Platinum Equity acquired Kohler Energy, transforming it into a stand-alone entity. By September of 2024, the business rebranded as Rehlko to reflect its renewed focus on energy resilience, sustainability, and cleaner solutions, while retaining its portfolio of power systems, engines and related technologies. Today, Rehlko is one of the world's largest power-generation manufacturers with manufacturing facilities on 4 continents and vast global sales, service, and distribution networks. No matter where you are located, you can always count on Rehlko for reliable, intelligent engines, generators, and uninterruptible power supplies. Rehlko's state of the art 620,000 ft generator-manufacturing, product training, and test facility is found in Mosel, Wisconsin. In addition to the primary generator manufacturing facility in Mosel, WI, Rehlko expanded its manufacturing footprint by locating its ATS & Switchgear production in an available 400,000 ft facility in Kohler, WI. Rehlko is committed to being a best-in-class supplier and continues to invest in capital and equipment necessary to be a global producer and meet the increasing demands of our customers.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Rehlko anticipates several meaningful outcomes upon receiving an award from Sourcewell, building on our long-standing and successful partnership. Our organization has collaborated with Sourcewell for many years, consistently supporting cooperative purchasing initiatives and delivering reliable energy solutions to public sector across North America. This established relationship has enabled us to refine our approach to cooperative contracting, ensuring streamlined procurement processes and exceptional customer outcomes. We will provide Sourcewell participating agencies with continued and expanded access to our comprehensive portfolio of power generation and energy solutions. This includes industrial generators, backup power systems, and associated services designed to meet the critical infrastructure needs of municipalities, schools, healthcare facilities, and other public entities. Building on our experience with Sourcewell contracts, we will continue to simplify the procurement process by offering a compliant, ready-to-use contract vehicle. This enables participating agencies to reduce administrative burden, accelerate project timelines, and ensure adherence to procurement regulations.	*

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		Rehlko is committed to delivering consistent, high-quality execution from specification through installation and lifecycle support. Upon award, we will maintain dedicated resources and channel partners to ensure timely delivery, technical expertise, and responsive customer service across all regions. Our extensive network of authorized distributors and service providers will continue to play a critical role in supporting Sourcewell members. This ensures local expertise, rapid response times, and ongoing maintenance capabilities, which are essential for mission-critical power applications. Rehlko will continue advancing energy solutions that align with evolving customer needs, including improved efficiency, reduced environmental impact, and integration with emerging technologies. Through the Sourcewell contract, participating agencies will have access to these advancements as they become available. Given our long tenure with Sourcewell, we value the collaborative nature of the partnership and will remain actively engaged in program development, member education, and continuous improvement efforts. Our goal is to ensure that the contract delivers sustained value to both Sourcewell and its participating entities. Rehlko continues to award our highest performing distributor on the Sourcewell contract, and plan to continue this award annually. This award highlights the strong connection we have built between Sourcewell, Rehlko, and our distributor network. Rehlko welcomes the opportunity to have performance/dashboard reviews on a regular cadence at Sourcewell's discretion.	
13	Provide non-confidential indicators that demonstrate your organization’s financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution	As a privately held company, Rehlko is unable to disclose detailed financial data publicly. However, for insight into our financial stability and creditworthiness, we encourage you to review our Dunn & Broadstreet Report (D&B # 11-922-9083), which provides a comprehensive overview of our business profile.	*

	Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.		
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	The US market share is estimated at 14% and growing.	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	The Canadian market share is estimated at 11% and growing	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	No. None to report.	*
17	Does your organization have any current and past	Not applicable, Rehlko has not received any suspension or debarment letters.	*

	debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. 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.		
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Rehlko' Standout Award Wins. Award-Winning Power: Rehlko KD Series Generator Earns Bronze in Plant Engineering's 2026 Product of the Year. - The Rehlko KD300 generator (part of the KD Series) won a Bronze award in Plant Engineering's 2026 Product of the Year in the Power/Utilities category. This award is voted on by engineers and industry professionals, reflecting real-world value and impact. The generator stood out for delivering high performance, reliability, and long-term value in mission-critical applications where power continuity is essential. The award highlights a broader industry shift: backup power systems must now be fast, adaptable, and resilient, especially with growing challenges like grid instability and extreme weather. If 2025 has proven anything, it's that leadership in energy resilience isn't defined by one breakthrough; it's built through consistent, meaningful progress across people, technology, and partnerships. This year, members of the Rehlko team were recognized by some of the most influential organizations in digital infrastructure for their contributions to sustainability, engineering innovation, and industry stewardship. Louis Liu A Defining Voice for the Next Generation of Sustainability Leaders Winner: Young Talent of the Year — Datacloud Global Awards Louis' recognition at the Datacloud Global Awards marks a significant milestone, not just for Rehlko, but for the digital infrastructure community. As one of the youngest engineers driving measurable sustainability progress at hyperscale, Louis has become a leading voice in the movement toward lifecycle accountability. His work advancing Environmental Product Declarations (EPDs) for mission-critical generators helped set a new industry benchmark this year. By proving that transparency can accelerate innovation, Louis is shaping how data centers evaluate environmental impact	*

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at the procurement level.

Ben Rapp
Moving Hydrogen Beyond Hype

Winner: The Tech Capital Under 35 Talent Award

This year, Ben was recognized for helping translate hydrogen's potential into real, operational solutions, most notably through the Klickitat Valley Health fuel cell deployment. His work bridges the gap between what's possible and what's practical.

Ben has been instrumental in:

Guiding hybrid power system integration strategies

Educating the market on hydrogen adoption pathways

Sharing learnings from Rehlko's test platforms and field pilots

His contributions have helped shift the industry conversation away from whether hydrogen will scale and toward how we design for reliability, flexibility, and lower emissions at the point of use.

Steve Zielke
Championing Community, Collaboration, and Industry Leadership

Winner: IM100 — Infrastructure Masons

The IM100 honors individuals who are strengthening the digital infrastructure ecosystem through leadership, mentorship, and community building. Steve's recognition reflects the role he plays in connecting people, teams, and ideas across the industry.

Looking ahead: Building Momentum into 2026
As demand accelerates and power strategy becomes one of the defining challenges of the AI era, the work continues. Each recognition this year reflects progress not just for Rehlko, but for the industry's evolution toward transparency, smarter system design, and more resilient energy infrastructure.

And we're not slowing down.

The first awards slate of 2026 is already underway, with Louis Liu named a finalist for the PTC Young Leader Award, which recognizes the next generation shaping the future of digital infrastructure. It's a strong signal of where the industry is heading: toward leaders who blend technical rigor with real-world decarbonization impact.

Because powering progress isn't just about delivering reliable backup systems, it's about building a future where resilience and sustainability are not competing goals, but shared outcomes.

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19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	Based on total sales, approximately 20%	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Based on total sales, approximately 15%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Rehlko currently holds the following contracts: Sourcewell: Contract # 092222-KOH Premier: Contract # PP-FA-2165 Rehlko was also just awarded the Generators with Related Services & Solutions contract COG-2169. Issued by the Cooperative Council of Governments, on behalf of Equalis Group. As a privately held company, Rehlko is unable to disclose detailed financial data publicly. However, for insight into our financial stability and creditworthiness, we encourage you to review our Dunn & Broadstreet Report (D&B # 11-922-9083), which provides a comprehensive overview of our business profile.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	GSA MAS Contract number GS-07F-019DA FAA: Contract #693KA8-25-2-00002 As a privately held company, Rehlko is unable to disclose detailed financial data publicly. However, for insight into our financial stability and creditworthiness, we encourage you to review our Dunn & Broadstreet Report (D&B # 11-922-9083), which provides a comprehensive overview of our business profile.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	**Contact Name** *	**Phone Number** *	
Manchester Twp. Police Dept.	Sgt. R. Sharry	(732) 657-2009 ext. 4901	*
Township of Jefferson	James Lutz	(973) 208-6140	*
Roanoke City Public Schools	Greg Burgess	(540) 853-1872	*
Henry County PSA	Mike Ward	(276) 734-4123	

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.

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#	Question	Response *	
24	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). 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? 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?	Rehlko is best described as B below, a manufacturer/service provider. Rehlko is a manufacturer of various power systems as an OEM with distribution agreements with 19 privately owned and operated distributors. These distributors provide their own local sales and services across North America in accordance with the Rehlko Distribution Agreement Policy and Procedures. Distributor's sales efforts are supported by the Rehlko Field Sales Team, Application Engineering Team, Sales Administration Team, Product Sales Training Team, and the Rehlko Management Team. Distributor Service Technicians are factory trained and distributor service team-leaders have completed factory certification training. Distributor Service efforts are supported by the Rehlko Service, Warranty, Parts, and Training Teams.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	In North America, Rehlko's 19 distributors employ over 300 field sales personnel that support customers 24/7/365 managing projects from design to install. These field sales employees work closely with design/consulting engineers, general contractors, electrical contractors, and most importantly the end user to tailor custom solutions for their clients. Our distributors receive continuous improvement training on Rehlko products and services and have access to the same technical information that our Rehlko employees have at the factory level. Using data driven approaches, our distributor sales force are experts in communication and have developed a proven process to deliver solutions that go above and beyond customer expectations. Our distributor sales force is strongly supported by the Rehlko field sales team consisting of dedicated account managers, sales directors, and regional sales managers in each distributor region. Within this high	*

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		performing team, Rehlko has engineering sales managers who work closely with our distributor sales force to answer technical questions and provide continuous training to ensure our distributors are up to date on all Rehlko products. Our sales force ensures total customer satisfaction before, during, and after the sale and maintains that satisfaction over the entire life of the product. We differentiate ourselves from our competition by providing gracious customer service experiences and ensuring that our customers are our number one focus. In addition, we hold monthly meetings specific to government sales led by our dedicated Sourcewell account manager, and our own sales force and distributor sales force are educated specifically on Sourcewell and how to identify new customers and grow relationships with existing members. For more information about our distributor network, please reference g1405 Distributor Directory or visit our Distributor Directory link on our website - https://www.powersystems.rehlko.com/distributor-locator	
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Rehlko holds a global presence of over 800 distributors and 10,000 dealers. In the United States and Canada alone, our distributor network contains: - 19 USA distributor headquarters - 15 USA distributor branches - 204 USA industrial dealers - 4 Canadian distributor headquarters - 5 Canadian distributor branches - 22 Canadian industrial dealers - 2,000 residential dealers As described in question 25, Rehlko's distribution network provides 24/7/365 support to all Rehlko customers and is within 4 hours of even the most remote locations. We partner closely with our distributors and support their efforts in selling, promoting, and servicing all Rehlko products and services. We provide our distributors with all the tools necessary to gain a comprehensive understanding of our products and services. Our distributors concentrate on their AOR (Area of Responsibility) and are knowledgeable about local codes and regulations within their AOR, which is critical for Sourcewell customers. Our distributor network regularly attends training and meetings with Rehlko to ensure they are up to date with Rehlko products and regulations. We view our distributors and dealers as part of the Rehlko family and work closely with them to ensure that our customers are satisfied. Rehlko reserves the right, at its sole discretion, to authorize both itself and its distributors to add select dealers to the Sourcewell contract, as necessary, to ensure consistent, high-quality support and service for Sourcewell members.	*
27	Describe your service force, their locations (e.g., regions, territories), number of direct	Rehlko has a nationwide dedicated service team that is available 24/7/365 that prides itself on providing an expert and gracious experience for our customers. Rehlko customers have the assurance of 24/7 emergency service and responsive aftermarket support.	*

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	employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Certified and regularly trained, our factory-based technicians are always ready to offer post installation troubleshooting, advice, service, and support. All Rehlko distributor technicians are certified in power generation. Our service team provides: - 24/7 availability - Aftermarket support - Startup Service - Post sales support - Parts support - Repairs and overhaul - Training documentation - Testing and commissioning - Supervision - Hands on technical support - Warranty Support - Remote monitoring and diagnostics - Cost effective service plans 100% of our service territory is covered by a Rehlko certified technician within a maximum 4-hour radius as part of our distributor agreement. Our distributor network has access to complete inventories of Rehlko genuine parts and are factory trained technicians who have been fully vetted and rigorously tested to provide the level of customer support our customers expect. Rehlko distributors are required to complete an extensive training process to become subject matter experts for our products. Our service team provides world-class customer service, and we are 100% certified to service and repair all Rehlko products.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	The ordering process for Sourcewell will mirror the current process Rehlko has successfully implemented on the contract. Rehlko will leverage its distributor network to work closely with the end user to develop a custom quote to meet the customer's specification based on the location of the Sourcewell customer. A dedicated Rehlko Sourcewell account manager will work closely with the distributor to correctly identify/code the Sourcewell order, so the proper discounts are applied, and that the administrative fee is appropriately captured. In addition to the equipment, the distributor will be able to quote any additional services requested by the customer, which will be broken out as separate line items identified as services. Each quote will clearly identify the Sourcewell member discount in a manner that is easily understood by the customer, so that all partied have visibility to the discount. The Rehlko distributor will convert the quotation into an order via an electronic system, and Rehlko will acknowledge the order with an estimated ship date so that the distributor can relay this information to the Sourcewell member. All Sourcewell quotations and POs will have the appropriate Sourcewell contract number on it and will be closely monitored by the Rehlko account manager to ensure compliance of the contract. Rehlko's internal business system allows us to easily search each month/quarter for reporting and auditing purposes. All Rehlko distributors have a dedicated Sourcewell point of	*

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		contact who will handle supplying order updates and answering inquiries from the Sourcewell member. Rehlko's website provides a URL dedicated to assist end users find the right distributor, and a dedicated Rehlko point of contact to help with any questions with this process. Rehlko's Sourcewell account manager will also be able to guide existing and prospective Sourcewell members through any questions that may come up throughout the process. https://www.powersystems.rehlko.com/distributor-locator	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service team is available 24/7/365. We understand the importance of maintaining a proper emergency electrical standby power system to protect against property loss and life safety operations during emergency situations resulting from loss of utility power. Rehlko distributors have service technicians on-call 24/7/365. Response time is typically less than 2-4 hours, even in remote areas of the country as many technicians operate remotely from their respective office/branch so they can respond as quick as possible when needed. The after-sales support portion of our business is important to Rehlko and its distributors. Rehlko has a vast comprehensive network of authorized distributors across North America that offer sales and service support to Sourcewell customer members at all stages of a project. Each distributor must have an appropriate number of qualified technicians located in the correct locations to help minimize travel time as well as providing a quick response time. Rehlko has a dedicated phone line (1-800-544-2444) to redirect calls to the local distributor for the fastest possible response time.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Our organization is fully equipped to provide comprehensive solutions to Sourcewell participating entities throughout the United States. We leverage a well-established operational framework that combines internal expertise with a robust network of trusted partners to deliver consistent, high-quality products and services. The products and services outlined in this contract will be made available through a network of authorized distributor partners. These partners have been carefully selected to ensure the highest standards of quality, reliability, and customer service. This distribution model enables us to efficiently support entities nationwide while maintaining responsiveness at the local level. In addition, we will continue to offer the same collaborative, team-based approach that has proven successful in our previous work. We actively partner with our distributor network alongside our dedicated in-house Sourcewell account managers to ensure seamless communication and support. This coordinated effort allows us to effectively address any and all requests or inquiries from Sourcewell participating entities, providing timely solutions and a high level of customer care. Through this integrated approach—combining national reach, local expertise, and a commitment to service excellence—we are confident	*

		in our ability to meet and exceed the needs of Sourcewell members across North America. Please reference our Distributor Directory on our website https://www.powersystems.rehlko.com/distributor-locator or reference g1405 Distributor Directory	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehlko and two of our distributorships can serve Alaska, Hawaii & US territories along with local authorized dealers with the same level of service as the continental US and Canada. Please reference our Distributor Directory on our website https://www.powersystems.rehlko.com/distributor-locator or reference g1405 Distributor Directory	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Similarly to the response for North America, Rehlko and our Canadian distributors are ready to continue supporting products and services to Sourcewell participating entities in Canada. Our Canadian distributors receive the same level of training and education on Sourcewell that our US distributors receive, and we specifically tailor their scorecards for the Canadian market. We work closely with our distributors in Canada to educate them and promote Sourcewell/Canoe and look forward to continuing this relationship.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A - Rehlko can sell to and service all 50 states and 10 providences of Canada. Please reference our Distributor Directory on our website https://www.powersystems.rehlko.com/distributor-locator or reference g1405 Distributor Directory	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	N/A - Rehlko is proposing all parts of RFP #062326 "Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services" except for the Ground Power Units. Everything contained in this proposal is available to all entity sectors with no restrictions to the participating entity sectors.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Rehlko is fully supportive of nonprofit entities participating in and benefiting from any awarded Sourcewell master agreement. We are committed to making our backup power solutions accessible to nonprofit organizations and recognize the critical role they play in the communities we serve. Through our established distribution network, Rehlko works to ensure a seamless and responsive purchasing experience for all Sourcewell members, including nonprofit entities. Our authorized distributors are experienced in supporting a wide range of customers and will guide nonprofit organizations through the account setup process, including completion of a standard credit application where applicable. While Rehlko provides the overarching contract structure, pricing, and	*

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		program support, payment terms and credit arrangements are managed at the distributor level. Distributors evaluate and extend credit terms based on their standard policies, with the goal of providing fair, competitive, and appropriate options tailored to each customer's needs. This model enables Rehlko to combine national contract consistency with local expertise and flexibility, ultimately supporting nonprofit entities with both reliable access to products and a high level of service.	

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Rehlko actively promotes its partnership with Sourcewell through multiple channels. A dedicated landing page on the Rehlko website highlights both Sourcewell and Canoe: https://www.powersystems.rehlko.com/cooperative-purchasing We also leverage social media to promote the partnership, emphasizing our role as a Sourcewell supplier. In addition, Sourcewell marketing materials are regularly showcased at trade shows by both Rehlko and our distributors. Distributors further support these efforts by featuring Sourcewell information on their own websites and sharing related content across their social media channels. The effectiveness of this approach is highlighted by our rapid sales growth on the contract that we have had since the initial contract award, and we expect to further continue this growth in 2026 and beyond.	*
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Rehlko maintains an active presence across most major social media platforms. In addition, all Rehlko distributors manage their own websites and social media channels, which are linked through the Rehlko Power Systems website: https://www.powersystems.rehlko.com. To improve customer access, the website features a Distributor Locator tool. This allows users to enter their zip code and quickly connect with a local distributor partner who can assist with their specific project needs. Rehlko also offers the Power Solutions Center (https://www.powersystems.rehlko.com/sizing-program), an online sizing and specification tool. This resource enables customers to easily design and size their power systems while accessing detailed technical information in just a few clicks. Links to social media: LinkedIn: Rehlko https://www.linkedin.com/company/rehlko/ (47k followers)	*

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		Rehlko Power Systems (focused on just generator information) https://www.linkedin.com/showcase/rehlkopowersystems/posts/?feedView=all (28k followers) YouTube: Rehlko has 4.24k subscribers and 307 videos https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIGOg PowerSource E-newsletter - monthly newsletter featuring curated articles, updates, and stories. It is available to anyone who signs up, including both Sourcewell members and prospective members, to help them stay informed and up to date. https://cloud.news.rehlko.com/RehlkoPreferenceCenter	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Sourcewell has grown from a small, local purchasing cooperative to a national leader in public contracts. This growth is attributed to Sourcewell's focus on helping its members reduce time and money spent on acquiring goods and services. Rehlko views Sourcewell's role in promoting contracts as a close partnership with Rehlko to collaborate and launch Sourcewell specific material to current and prospective customers. Sourcewell has proven to be a trusted advisor to Rehlko year after year in helping establish consistent sales and mutual growth on the contract, and we again look forward to growing this relationship.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Rehlko has fully integrated the Sourcewell contract into its sales process shown by the rapid sales growth that we have seen since we were first awarded the contract. To ensure this success continues and the mutual partnership keeps growing, we will again conduct a "refresh training" course with all distributors and internal staff supporting the Sourcewell contract. Rehlko also promotes Sourcewell Academies as a key educational and engagement platform, and we strongly encourage our distribution partners to attend and participate. These academies provide an opportunity to deepen understanding of cooperative purchasing, strengthen relationships, and ensure alignment on program benefits. Within our sales process, Sourcewell is positioned as a preferred procurement pathway. Our sales teams and distribution partners are trained to introduce Sourcewell early in customer conversations, highlighting contract advantages such as streamlined purchasing, pre-negotiated pricing, and compliance assurance. We reinforce this messaging through ongoing training, co-branded collateral, and inclusion of Sourcewell contract details in proposals, presentations, and customer touchpoints. By embedding Sourcewell into our partner enablement, training programs, and customer engagement strategies, Rehlko ensures consistent visibility and utilization of the contract—ultimately making it easier for public sector customers to do business with us while maximizing the value of the Sourcewell partnership.	
40	Are your Solutions	Due to the highly engineered and customized products Rehlko offers, e-	*

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	available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	procurement is not conducive to a gracious customer experience we aim to provide. However, all orders that our distributors receive are handled using an electronic ordering system providing complete visibility to order status. As mentioned in a previous response, we do have an online sizing program available that customers can utilize to spec and size their generator requirements that provides a hassle-free estimate and technical information. This information can be quickly turned into a quotation or an order after review by our Rehlko team.	

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Product, equipment, maintenance, and operating training are key services that Rehlko and our distributors provide that are unique to each customer requirement. During the startup/commissioning process our technicians are available to train end users on our products. Though these trainings are standard and optional they are provided at an added cost aligned with the 5% discount Rehlko is again proposing.	*
42	Describe any technological advances that your proposed Solutions offer.	APM804 Controller: Rehlko is pleased to announce the release of the APM804 Global Systems Controller, now available on 700-4000kW KD Series generator set models. The APM804 Global Systems Controller is Rehlko's flagship generator and system controller, delivering clear system insight, intelligent control, and scalable performance for demanding power applications- from standby systems to complex microgrids and data centers. Key benefits include - Integrated Voltage Regulation The APM804 features a fully integrated automatic voltage regulator (AVR), improving performance while reducing the need for external components. This streamlines system architecture, lowers installation complexity, and enhances overall reliability. - Robust Cybersecurity Architecture Developed with a strong focus on cybersecurity, the controller helps safeguard critical power infrastructure through secure communication protocols and system protections aligned with modern security expectations.	*

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		- Flexible Paralleling Capability Engineered to support a wide variety of paralleling configurations, the APM804 enables seamless integration across generator sets and utility sources supporting applications from simple standby systems to complex multi-generator, multi-source installations. Please reference g12641 APM804 Rehlink Service Tool: Rehlko is pleased to announce the market release of the Rehlink mobile application, Rehlko's new distributor only controller service tool, designed to modernize and streamline the field service experience. This release coincides with the launch of the APM804 controller, the first controller supported by the Rehlink application. The launch of Rehlink marks a transition to a single global support tool for Rehlko. The APM804 controller and all future industrial controller releases will be supported exclusively by Rehlink, replacing SiteTechTM in North America. SiteTechTM will continue to support current and legacy controllers, including the APM402, APM603, and MPAC1200/1500. Key Features and Benefits: Rehlink delivers powerful, field-ready capabilities via BLE connection, including: - Generator monitoring Gain an instant overview of critical generator performance metrics directly from your mobile device. - Live event tracking Real-time view of all active alarms and events. - Detailed event history Access a comprehensive record of previously logged events to support diagnostics and service reporting. - Favorites for quick access Mark frequently used parameters as favorites for faster, streamlined workflows in the field. • Secure controller interaction Connect directly to the APM804 controller for controlled, reliable service operations. In addition to these features, Rehlink supports essential service functions such as firmware updates, controller configuration, and I/O and setpoint adjustments providing a complete, mobile-first service solution. KD Series 80-600kW generators. - Rehlko has expanded our flagship KD Series family to deliver unmatched reliability and performance for critical backup power. This launch represents a key milestone in the continued expansion of the KD Series platform, further reinforcing Rehlko's commitment to delivering resilient power solutions through continuous innovation and platform standardization. These new KD models deliver performance, reliability, and long-term value our customers expect from Rehlko. Key benefits include: - Industry-Leading Warranty Coverage	

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		- Premium-Quality Components - Comprehensive Testing & Validation - Engineered for Reliability & Uptime Please reference g12595 KD80-600kW eFrame Enclosure: Rehlko has designed a range of enclosures specifically geared to accommodate Rehlko generators. This allows for complete customization with the luxury of shorter lead times. The eFrame walk-in enclosure is ideal for mission critical applications including data centers, water utility, and healthcare facilities. It has a custom-designed modular enclosure that is easily accessible for service without having to disconnect the generator and has four external lifting eyes for easy site installation. The exterior is fade, scratch, and corrosion resistant. For more information, please reference g12545 Brochure, eFrame Enclosure. Paralleling Switchgear: - Rehlko paralleling switchgear systems are designed to manage your power needs by carefully monitoring and adjusting the load between generators that have been installed to work in tandem. As switchgear technology continues to advance, Rehlko leads the charge with product enhancements keeping our customers system current reliable power is easily serviceable. Our upgrades use the latest programmable logic control (PLC) and human interface (HMI). For more information, reference g12542 Brochure, Paralleling Switchgear. HVO - HVO is made from waste products and residues such as vegetable oils, animal fats, and used cooking oils. It is 100% fossil-free and 100% recycled and can reduce carbon emissions from your mission-critical power systems by up to 90%. Our generators are fully compatible with HVO and can be mixed in engines with diesel with no impact on performance; so, it is not just mission critical, it is planet critical as well. For more information, visit https://www.powersystems.rehlko.com/hvo or reference g12555 HVO Fuel.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Rehlko positions sustainability as central to our business, with a stated purpose of creating an energy resilient world for a better future. Our approach combines: - Lower-carbon product innovation - Cleaner fuel adoption - Lifecycle transparency - Operational environmental management Sustainable Product Design & Innovation Clean and alternative energy technologies Rehlko is actively developing low- and zero-carbon power solutions, including: - Hydrogen fuel cell systems (including a 1MW standby generator) - Battery energy storage systems (BESS) and microgrids - Hybrid and electrified powertrain technologies. Impact: Enables customers to reduce reliance on fossil fuels and transition	*

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		toward cleaner energy sources. Renewable fuel compatibility: A key near-term initiative is enabling traditional generator platforms to run on renewable fuels, especially: - Hydrotreated Vegetable Oil (HVO), which can reduce carbon emissions by up to ~90% vs diesel. Impact: Provides an immediate decarbonization pathway without requiring full infrastructure replacement. Technology-agnostic energy solutions: Rather than pushing a single fuel, Rehlko builds flexible systems that can integrate: - Diesel - Natural Gas - HVO (renewable diesel) - Hydrogen fuel cells - Batteries Impact: Customers can optimize for sustainability, cost, and reliability based on site-specific conditions. Transparency & Lifecycle Accountability Environmental Product Declarations (EPDs) Rehlko introduced the first EPD for mission-critical generators, which: - Measures full lifecycle environmental impact - Provides verified carbon footprint data - Supports customer Scope 3 emissions reporting. Impact: Moves sustainability from marketing claims to data-driven decision making. Sustainable Manufacturing & Operations: - Waste reduction and recycling programs - Energy conservation initiatives - Water use reduction - Pollution prevention systems Impact: Reduces the footprint of the products before they even reach our customers. Long-Term Climate Goals Rehlko has outlined a broader sustainability roadmap including: - A target of ~90% reduction in greenhouse gas emissions by 2045 - Continuous improvement in ESG governance and reporting Rehlko's sustainability strategy is centered on making distributed energy systems cleaner without sacrificing reliability: What we are doing exceptionally well - Enabling low-carbon transitions today (HVO, hybrid systems) - Investing in future technologies (hydrogen, electrification) - Providing transparent environmental data. - Improving manufacturing sustainability	

		Rehlko has also initiated the Power Systems' Conscious Care. This program simplifies maintenance operations using more environmentally friendly procedures that significantly reduce fuel use and costs over the long-term. This program allows our customers to lower the greenhouse gas emissions (GHG) and reduce the total cost of ownership for their Rehlko generators. Please visit https://www.rehlko.com/powering-impact to review the full impact that Rehlko is making in sustainability or you can also reference the "Rehlko_2025_Powering_Impact_Report" in the additional documents folder and g12530 Rehlko Sustainable Journey	
44	Describe any third-party issued, eco-labels, ratings, or certifications that your proposed solutions hold.	Rehlko is committed to leaving the world better than we found it and are working toward achieving net-zero environmental impact by 2045. For Rehlko, this means reducing or offsetting all greenhouse gas emissions from our operations (Scope 1 and 2), eliminating solid waste sent to landfill, developing innovative products that drive energy and water efficiency, and empowering people to take meaningful action. To review the full report please reference the link below: https://www.rehlko.com/powering-impact	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Rehlko isn't just another generator OEM - we have positioned ourselves as a full-spectrum energy resilience company. This framing drives what's truly unique and where it creates competitive advantage. What's unique: Rehlko defines its mission around energy resilience, not just power generation. It focuses on giving customers control over where energy is sourced and how it's used, including backup, distributed, and renewable systems. Why it's an advantage: - Differentiates Rehlko from traditional generator companies that sell standby hardware only. - Aligns strongly with modern needs: - Grid instability - Decentralization - Sustainability mandates End-to-End, Integrated Energy Ecosystem: Rehlko offers a fully integrated stack including: - Generators (diesel, gas, alternative fuel) - Engines (broad OEM applications) - Uninterruptible power supply (UPS) - Switchgear + controls - Battery energy storage (BESS) - Hydrogen fuel cells & alternative fuels - Distributed energy & microgrids The above is an advantage because customers can avoid multi-vendor complexity and enables system-level optimization, not just component sales. -Broad, Diversified Portfolio Under One Platform:	*

		- Power Systems (generators) - Engines (OEM + industrial equipment) - Home Energy (residential backup) - UPS systems - Distributed energy (Clarke Energy) - Power electronics (Curtis) Why it's an advantage: - Cross-selling opportunities across segments - Ability to serve: Residential, commercial, industrial, utility scale - Diversification reduces cyclicality Most of our competitors do not span this entire continuum. What truly sets Rehlko apart is that our advantage is the ability to deliver complete, resilient energy ecosystems (not just equipment) - backed by a century of reliability and positioned for the decentralized, low carbon future.	

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	◉ Yes ○ No	Native Instinct LLC - SDVOSB (CVE).	*
51	Small Business Enterprise (SBE)	◉ Yes ○ No	Most of our distributors are considered small businesses.	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
53	Women-Owned Small Business (WOSB)	◉ Yes ○ No	OLB Associates LLC - Woman Owned Small Business (WSOB).	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

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#	Question	Response *	
54	Describe your payment terms.	Traditional payment terms are NET 30. POs will come from Sourcewell members to the local Rehlko distributor, and as such the terms will be detailed on each quote/order.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Rehlko and its authorized distributors aim to provide flexible payment solutions based on project scope and customer requirements. Payment terms may vary, and we work collaboratively to align with each customer's needs. Credit card and other forms of payment may be accepted at the distributor's discretion, with standard credit card processing fees applied where applicable. Extended payment terms may also be considered on a case-by-case basis.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Rehlko does not directly offer leasing, financing, or as-a-service programs. However, authorized Rehlko distributors may be able to assist Sourcewell participating agencies with financing or leasing options depending on the project scope and services provided. Additionally, Sourcewell members may utilize National Cooperative Leasing (NCL), a Sourcewell-awarded vendor, as a financing option where applicable.	*
57	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.	We have a standard process and template that we use to ensure that Sourcewell members receive the correct discount, and that the administrative fee is captured. Attached is a sample of the Sourcewell pricing template that we provide to our distributors. The pricing template contains the Sourcewell contract number, logo, and discount clearly highlighted to the customer. You can see the Sourcewell contract number at the top of the document. All documentation is provided to Sourcewell members through our distribution network who provide their own unique documents to the Sourcewell members. Please see, "Blank Sourcewell Copy Template" for an example.	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the "Master Agreement Price". B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be	To ensure Sourcewell members can easily procure products at competitive discounts, Rehlko is offering a simplified discount model that will be easily understood by the Sourcewell members. Due to the customizable nature of the products involved, Rehlko is providing a discount off the configured list price. Freight, startup, training, and maintenance agreements will be considered services. The discounts offered to Sourcewell members are better than what is widely available to non-members. Rehlko does have the ability to offer additional discounts on a case-by-case basis to Sourcewell members. We are offering the following discount percentages off configured list price: - 30% for gaseous generator products - 30% for diesel generator products	*

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	submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	- 30% for industrial ATS (automatic transfer switch) - 5% off list price for services. The product pricing that Rehlko is proposing is a discount off "configured list price" due to the customizable nature of the products offered in this proposal. The discount off configured list price will be taken off the final bill of material once configured by the Rehlko distributor and confirmed by the Rehlko account manager following the proposed discount structure below. For services, Rehlko is proposing a 5% discount off list price. The attached document titled, "Rehlko Sourcewell Pricing 2026" holds further details on the products and services offered.	
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Any additional discounts and rebates are considered on a case-by-case basis due to most projects typically involving just one electrical power system. In cases where multiple systems are quoted/purchased at the same time, Rehlko will review the opportunity and give a one-time consideration to provide an extra discount to the customer. If multiple units are purchased, Rehlko can consolidate freight to minimize cost for the end user. Rebate programs are not typical in this product line/industry as most customer purchase one or less electric power systems per year, however if larger volumes are purchased, Rehlko will review a volume discount on a case-by-case basis.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Products and related services that are not included in the contract will be priced and fulfilled by the local Rehlko authorized distributor per the Sourcewell discount schedule off list price at a 5% discount to Sourcewell customers. Some of these items can include fuel, storage tanks, testing/permits, service contracts.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	Rehlko does not automatically include freight costs at time of bid. Sourcewell members can request a Rehlko preferred carrier freight quote through their distributor if they wish. If Sourcewell members can obtain freight at a lower rate themselves, Rehlko will mark the order as "Customer Pick-Up", FOB origin. Installation is performed by others due to the coordination involving 3rd parties (i.e., architect, engineers, general contractors, and sub-contractors) to ensure building codes and inspections are met. Installation, supervision, startup, and training will be quoted by the Kohler distributor and listed as separate line items as a service aligned with the 5% discount proposed.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Freight is quoted FOB Sheboygan, WI, 53083. Freight cost is determined by the size of the equipment and the shipping method required. The smaller product can be shipped LTL (Less than Truckload), whereas larger product requires specialized trailers such as drop deck, double drop, and low-boys, and can even require multiple trucks. Rehlko is not involved in the arrangement of on-site delivery and off-loading. That is arranged through Rehlko's authorized distributor, Sourcewell member, and necessary on-site personal. If special equipment is required for	*

		installation, like cranes, quotes will need to be obtained through a 3rd party.	
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is quoted FOB Sheboygan, WI, 53083. Shipping costs are variable and depend on factors such as shipment size, destination, carrier rates, and market conditions at time of quote request. Shipment also varies from simple LTL to complex multiple truck deliveries. Most shipments are arranged on flatbed trailers or for larger products, specialized drop deck trailers and cranes need to be arranged for the site delivery and off-loading which is BY OTHERS and NOT included in the Rehlko proposal. For Alaska, most shipments are the same as they would be for the lower 48 and most of Canada, via ground using typical freight carriers and specialized trailers. In remote villages of Alaska, the last leg of shipments might involve a local barge. For Hawaii, most freight will travel by land to a port and from there travel via Ocean Cargo. Whenever product leaves the Unites States, proper export and import documents are maintained by Rehlko's internal traffic team to ensure smooth crossing at the border. Rehlko can assist in coordinating export packaging, if necessary, through a third party.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	The two unique delivery methods that Rehlko offers are the preferred carrier programs for generators 700kW+ and split shipments. Through the preferred carrier program, Sourcewell members can capitalize on Rehlko's partnership with local carriers. This benefit offers lower freight rates and peace of mind in knowing that the equipment is being moved by the best in the industry. Split shipments are available when some equipment, for example a smaller Automatic Transfer Switch, is needed on site before the generator so on-site construction can continue.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Rehlko uses an SAP based business system and extends this system to all our distributors. All quotes, purchases, and deliveries are made via this system, which makes monitoring activity seamless. We perform monthly, quarterly, and annual reports through this system to ensure Sourcewell entities receive the agreed upon pricing and so that all sales are reported correctly through the contract each quarter. Rehlko has also been utilizing a dedicated dashboard within PowerBI for Sourcewell quotes and orders/sales providing visibility to all Sourcewell related activity. All Sourcewell quotes are verified by Rehlko personnel prior to being sent to the customer to ensure that all terms and conditions are properly followed.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Rehlko currently tracks all Sourcewell related activity in a dedicated PowerBI dashboard that shows all quote and order activity. We have visibility to all quotes and orders received as well as shipments. These metrics can be filtered down by each distributor and are presented at monthly meetings with each distributor to track and measure performance. Our data analytics group continues to make improvements to the dashboard and has visibility to all levels of the organization. Utilizing this dashboard, we can drill down from high level quote/order activity to the specific	*

		job that was quoted, allowing us to measure contract success. A representation sample of internal metrics we have found as solid indicators are the following: - Number of opportunities identified - Quote NET ($) - Order NET ($) - Win rate % - Repeat customers - Number of new customers Rehlko is open to tracking additional metrics as suggested by Sourcewell in the future as part of a collaborative process together.	
67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	Rehlko proposes a 2% fee of Rehlko FOB net invoice price on equipment, which will exclude services, "open market", or "nonstandard items" such as freight, start-up services, maintenance agreements, and training. Rehlko will offer the customer a 5% discount on these items, but requests this to be excluded from the administration fee. For single projects exceeding $2,000,000 ($2M), Rehlko will increase the administration fee to 2.5% for that order. If Rehlko coordinated Pre-Pay and Add freight is used, it will be treated as a service and not included in the administration fee. The discount will be limited to Rehlko FOB bill of material and will exclude open market or nonstandard options that may be supplied by others.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	The proposed pricing is in line with, or more advantageous than, typical offerings, as it reflects the standardized discount structure we extend across our portfolio of existing contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

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.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	

69	Prime and continuous systems	◉ Yes ○ No	Rehlko's prime-capable industrial generators span a massive output range: from 15kW to 4,000kW (4MW) depending on model and configuration. We do not currently offer factory-standard continuous-rated generators. However, Rehlko maintains strong partnerships with a network of trusted third-party suppliers, allowing us to develop customized solutions tailored to meet specific project requirements. Through these collaborations, we are well-positioned to support applications requiring Tier 4 compliance. By leveraging the expertise and capabilities of our supplier network, we can design and deliver solutions that align with stringent emissions regulations while ensuring reliable performance and operational efficiency. Please reference g1218, Brochure, Full Line Industrial	*
70	Backup or standby systems	◉ Yes ○ No	Rehlko delivers a full range of standby power solutions spanning industrial, commercial, and mission-critical applications For commercial and light industrial applications, Rehlko provides scalable standby systems that support facilities such as offices, schools, retail locations, and healthcare sites. These solutions emphasize dependable performance, rapid power transfer, and flexible system configuration to match varying operational needs. In the industrial and mission-critical segment, Rehlko's portfolio spans from approximately 15 kW to over 4 MW, supporting demanding environments such as data centers, hospitals, airports, and utilities. Their flagship KD Series generators extend from roughly 60 kW to 4 MW and are engineered for high reliability, power quality, and continuous readiness in critical backup scenarios. Rehlko offers both diesel and gaseous generator options (natural gas and propane), with newer systems also supporting renewable fuels such as hydrotreated vegetable oil (HVO). This fuel flexibility allows customers to balance performance, cost, and sustainability goals. Overall, Rehlko's standby generator offerings are characterized by their breadth of power capacity, application versatility, and emphasis on complete, factory-integrated solutions—making them well suited for applications where reliability and uptime are critical. Please reference g1218, Brochure, Full Line Industrial & g12595 KD80-600kW	*
71	Paralleling and modular systems	◉ Yes ○ No	Rehlko's paralleling switchgear serves as the intelligent hub of a multi-generator power system—automatically synchronizing generators, controlling breaker operation, and balancing load in real time to ensure seamless, reliable power delivery. Built as part of a fully integrated system with generators, controls, and transfer switches, it provides advanced load management by staging units on and off based on demand, improving fuel efficiency and reducing wear. The switchgear supports a wide range of configurations and transition types, enabling applications from emergency standby to	*

			prime power and utility paralleling, while delivering built-in redundancy so critical loads remain powered even if a generator goes offline. Custom-engineered for each application and equipped with intuitive operator interfaces, Rehlko's switchgear offers a flexible, scalable, and highly reliable solution for complex power environments. Please reference g12542 Brochure, Paralleling Switchgear	
72	Containerized and skid-mounted generators	(•) Yes ( ) No	Rehlko's containerized and skid-mounted offerings are part of its broader approach to delivering fully integrated, turnkey power systems that can be easily transported and deployed. These "packaged solutions" are designed to bring together generators, electrical equipment, and controls into a single, factory-assembled unit that simplifies installation while improving reliability and consistency. At the simpler end of the spectrum, skid-mounted systems consist of equipment mounted on a metal base frame, making them easy to move, install, and commission with minimal site preparation. These solutions are typically used where mobility, speed, and lower cost are the primary priorities, such as temporary or industrial applications. Moving up in complexity, containerized solutions place fully integrated power systems inside ISO shipping containers. This approach provides a high level of protection from weather and external risks, while also enabling straightforward transportation and rapid deployment. These systems are well suited for large-scale or remote applications where durability, security, and repeatability are critical. Complementing these offerings are Rehlko's standard enclosures and walk-in enclosure solutions, which sit between open skids and full containers. These enclosures are purpose-built housings designed to protect generator systems while allowing easier maintenance access and installation flexibility. They are engineered for durability in harsh environments, with features like heavy-duty construction, weather resistance, and service-friendly layouts that support efficient operation and maintenance. Please reference g1218, Brochure, Full Line Industrial	*
73	Trailer or chassis mounted generators	(•) Yes ( ) No	Our mobile (trailered) generators range from 90kW to 175kW and are Tier 4 EPA-emission-certified for nonroad use with 110% containment of fuel, oil, and coolant. They are designed to be easy on the environment and have no DPF (diesel particulate filter) for a smaller footprint without DPF maintenance. Cooled exhaust gas recirculation (EGR) helps achieve the industry's toughest emission standards. Ultraefficient performance provides savings for our customers. Tier 4 final engines with lower operating costs give you heavy-duty power for any demanding applications. Some standard features are: - Trailer mounted - Three-position selector switch: 277/480V 3Ph, 120/208V 3Ph, 120/240V 1Ph - Two-way fuel valve: Easily switch from onboard to external fuel	*

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			source - Convenience receptacles: Two 120V, 15A, duplex outlets, and three 250V, 50A outlets - Cold-Weather Package: Includes a block heater and battery heater - Decision-Maker 3500 controller: Digital controller features user-friendly displays and keypad functions, plus advanced network communications for remote system monitoring and diagnostics. Please reference g12337 Brochure, Full Line Mobile Generators	
74	Parts, accessories, equipment, and supplies that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including enclosures, concrete pads, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools complementary to the offering of 69-73 above;	(•) Yes ( ) No	Rehlko is offering parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switchgear, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools as part of this proposal.	
75	Related services that are integral to commencement, use, ongoing operation, and life cycle of new and existing electrical energy power systems, including design, customization, engineering, commissioning, installation, delivery, training and operation, maintenance and repair, preventive	(•) Yes ( ) No	Related services including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, operation training, service, and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services will be provided by Rehlko's distributor network at a 5% discount to Sourcewell customers.	

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	maintenance, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services complementary to the offering of 69-73 above.			
76	Describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	(•) Yes ( ) No	If a Sourcewell customer has additional solution needs, we are open to reviewing them on a case-by-case basis to determine how we may be able to assist. Rehlko offers access to a broader portfolio of complementary power and energy solutions through its fully owned businesses and distribution network. Notably, Clarke Energy, a wholly owned Rehlko company, specializes in highly engineered, customized energy solutions, including combined heat and power (CHP), microgrids, and distributed generation systems. Clarke Energy's expertise in complex, turnkey projects makes it a valuable resource for Sourcewell participating agencies with unique or large-scale energy requirements that extend beyond standard equipment offerings. These capabilities enable tailored solutions that integrate seamlessly with existing infrastructure and support resilience, efficiency, and sustainability goals. Through this extended network, Rehlko can provide Sourcewell members with access to advanced, customized solutions while maintaining a single, cohesive point of alignment under the contract.	

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *
77	Demonstrate capabilities and provide documentation supporting compliance to any/all code requirements such as NFPA, UL, EPA, and similar code jurisdictions.	Rehlko is committed to full compliance with all applicable federal, state, and local codes and standards governing power generation equipment and systems. Our products are designed, manufactured, tested, and supported in accordance with recognized industry standards, including NFPA, UL, EPA, and other applicable regulatory and certification bodies. Rehlko holds and maintains numerous certifications across a wide range of applications, demonstrating our commitment to safety, environmental responsibility, and operational reliability. 1. NFPA Compliance Rehlko generator systems are designed to meet applicable National Fire Protection Association (NFPA) standards, including:

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		NFPA 110 – Emergency and Standby Power Systems NFPA 70 (NEC) – National Electrical Code NFPA 99 – Healthcare Facilities Code (as applicable) These standards ensure our systems meet rigorous requirements for performance, installation, and operational reliability in critical and life-safety applications. 2. Product Safety Certifications (NRTL Agencies) Rehlko utilizes several Nationally Recognized Testing Laboratories (NRTLs) for product testing and certification, including: UL (Underwriters Laboratories) CSA (Canadian Standards Association) SwRI (Southwest Research Institute) These organizations provide independent verification of product safety and performance. While certification through these agencies is generally voluntary and not legally mandated, Rehlko proactively ensures our products meet or exceed these standards to support safety, quality, and market acceptance. Applicable listings may include: UL 2200 – Stationary Engine Generator Assemblies UL 142 / UL 2085 – Fuel Tanks UL 891 / UL 1558 – Switchgear and Distribution Equipment 3. EPA Emissions Compliance Rehlko fully complies with all applicable U.S. Environmental Protection Agency (EPA) regulations, which are federally mandated and enforceable under the Environmental Protection Act. Our generator engines meet emissions standards including: EPA Tier 2, Tier 3, and Tier 4 40 CFR Part 60 (NSPS) – New Source Performance Standards 40 CFR Part 63 (NESHAP) – Hazardous Air Pollutants These regulations apply both to engine manufacturing and to installation/site requirements. Our certified engines are designed to limit emissions to EPA-approved levels. We also recognize that state and local jurisdictions may impose more stringent requirements than federal standards. One example is the South Coast Air Quality Management District (SCAQMD) in California. Additional EPA certification details are available at: https://www.epa.gov/compliance-and-fuel-economy-data/annual-certification-data-vehicles-engines-and-equipment#large-si 4. Building Codes and Structural Certifications International Building Code (IBC) Rehlko equipment is designed and certified to meet IBC requirements, particularly related to: Seismic loading Wind load resistance

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		These standards are primarily enforced at the state and local level, often with jurisdiction-specific adaptations (e.g., Florida Building Code). Rehlko holds certifications demonstrating that our systems will function as intended under these conditions, including applications in high-risk seismic and hurricane-prone regions. 5. California Healthcare Certifications (HCAI / OSHPD) Rehlko maintains compliance with HCAI (Healthcare Access and Information)—formerly OSHPD—for California healthcare facilities. These certifications are pre-approvals tied to IBC seismic requirements They support expedited approval for critical infrastructure in hospitals and healthcare environments Participation is voluntary but highly valuable for navigating California's stringent regulatory environment 6. Additional Compliance Considerations Depending on the application, Rehlko products may also align with: CSA / cUL certifications for Canadian jurisdictions IEEE standards for electrical system performance OSHA requirements for workplace safety Local and state building, environmental, and permitting requirements. 7. Quality Assurance and Documentation Rehlko maintains rigorous quality and compliance processes, including: Manufacturing under ISO-certified quality systems Factory testing, validation, and inspection protocols Comprehensive documentation packages, including: Certificates of compliance UL/NRTL listing documentation EPA emissions certifications Engineering drawings and test reports All documentation can be provided to support Sourcewell requirements and specific project submittals. 8. Commitment to Compliance and Continuous Improvement These certifications collectively reflect Rehlko's dedication to delivering products that meet the highest standards of: Safety Environmental responsibility Reliability Regulatory compliance Our engineering and regulatory teams actively monitor evolving standards to ensure our products and documentation remain current with all applicable codes and jurisdictional requirements. Please reference the following documents that demonstrate Rehlko's compliance with the above-mentioned codes and requirements.

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		KG50_EmissionsData_2026.pdf Cert_TKHXB06.2NNL-006 KD80_EmissionsData2026.pdf Cert_TCEXL0275AAS-025.pdf CEP_666922.pdf Wind Load Certificate g18400.pdf g12521.pdf Seismic Certificate of Compliance g18361.pdf OSP-0874.pdf OSP-0514-10.pdf OSP-0120-10.pdf g6194(UL,CUL,NFPA,available listings).pdf
78	Provide all warranty information for offered products and services including duration, coverage terms, impact service and preventative maintenance has on warranty coverage, guaranteed parts availability periods, typical lead times for critical components, as well as information on extended warranty options as well.	To protect our customers investment, Rehlko offers two levels of warranty: the Standard Warranty and an optional Extended Warranty. These range from 1-year/2000 hours, whichever occurs first through optional 10-year warranties. Standard warranties are included at no-charge, but extended warranty costs vary model to model. The optional warranty will be configured and priced like all other "optional' items on the order. Repairs completed under any warranty must be completed by factory-trained technicians using genuine Rehlko parts, supported by our global network. For a complete detailed overview on all of Rehlko's Warranty offerings, please reference the below documents that are located in the Additional Documents section. For parts availability, Rehlko distributors carry most (consumable products) of what is needed on their service vehicles. For critical component availability, we expect to have 95% or better between distribution and factory. When parts are in stock, lead times will be NEXT DAY. When parts are out of stock, lead times would be expected to be 2 weeks or less on average. TP5180 - Warranty Policies and Procedures TP5374 - Stationary and Prime Power Warranty TP-5820 - Warranty Program Features TP6170 - Industrial Trailer Mounted
79	If offering service and preventative maintenance agreements provide detailed information about service providers, regions covered, scheduling process, emergency response capabilities; what products offered service and PM plans are available for, and how offered plans impact existing warranties.	Service and Preventative Maintenance: Performance Care 360 (PC360) Service Capabilities & Agreement Overview Through our Performance Care 360 (PC360) platform, Rehlko & our authorized Distributor partners provide a comprehensive, OEM-backed service solution; designed to maximize uptime, ensure reliability, and simplify lifecycle management. 1. Performance Care 360 Framework a. Performance Care 360 integrates: i. Certified Rehlko technicians ii. OEM-backed parts and engineering support iii. Preventive maintenance and predictive services iv. Priority response and cost predictability b. This approach ensures consistent, high-quality service delivery with a strong focus on uptime, reliability, and long-term asset performance.

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		2. Distributor-Led Service Delivery Model a. PC360 is executed through a network of authorized Rehlko distributors, providing: i. Factory-trained, OEM-certified technicians ii. Local service presence with regional responsiveness iii. Access to specialized tools, diagnostics, and genuine parts iv. Escalation support through factory engineering b. This creates a standardized yet locally responsive service experience, ensuring customers receive expert care wherever they operate. 3. Scheduling & Structured Service Process a. PC360 emphasizes proactive, planned maintenance to reduce risk and avoid unplanned downtime: b. Scheduling Approach i. Preventive maintenance is scheduled based on runtime hours or calendar intervals ii. Service visits are coordinated directly with customers for minimal operational disruption iii. Flexible scheduling options (including off-hours) are often available through distributors c. Service Execution Process i. Pre-visit planning using equipment history and operating data ii. On-site multi-point inspection and maintenance execution iii. Documentation and condition reporting iv. Recommendations for optimization or corrective action 4. Emergency Response & Priority Support a. A core element of Performance Care 360 is enhanced uptime protection: i. 24/7/365 emergency service availability ii. Priority dispatch for contract customers iii. Defined escalation paths for critical issues iv. Access to parts inventory and contingency solutions b. Customers enrolled in PC360 benefit from faster response times and reduced downtime risk compared to non-covered assets. 5. Service Scope Within Performance Care 360 a. PC360 incorporates a wide range of preventive, predictive, and compliance-focused services, including: b. Preventive Maintenance Core i. Multi-point operational inspections ii. Engine oil and filter changes iii. Automatic Transfer Switch (ATS) inspection and testing c. Predictive & Diagnostic Services i. Fluid analysis (oil, coolant, fuel) to detect early wear and contamination ii. Remote monitoring with 24/7 alerts and performance visibility iii. Infrared scanning to identify electrical issues without interruption d. Performance & Reliability Services i. Load bank testing to verify full-load capability and prevent wet stacking ii. Battery replacement programs to ensure startup reliability iii. Diesel fuel system cleaning to maintain fuel quality and engine performance e. Lifecycle & Compliance Services i. Emissions testing (as applicable) ii. Replacement of belts, hoses, thermostats, and coolant systems iii. Aftertreatment system support (if installed)

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		f. These services are designed to optimize performance, extend equipment life, and prevent costly failures. 6. Service Agreement Structure (PC360 Tiers) a. Performance Care 360 offers tiered Service Agreements to align with customer needs: i. Select Tier – Essential maintenance and inspection coverage ii. Advanced Tiers – Expanded maintenance, diagnostics, and priority response iii. Mission Critical Tier – Maximum uptime protection, fastest response, and highest coverage levels b. This tiered structure allows customers to scale service coverage based on operational criticality, risk tolerance, and budget. 7. Products Covered a. Performance Care 360 agreements support a wide range of equipment: i. Industrial Generator sets ii. Automatic Transfer Switches (ATS) iii. Paralleling switchgear & controls iv. Fuel systems and auxiliary components v. Emissions and aftertreatment systems (where installed) 8. Warranty Alignment & Impact a. PC360 Service Agreements play a key role in protecting and enhancing warranty value: b. Warranty Compliance i. Maintenance is performed in accordance with OEM requirements—helping ensure warranty validity c. Stronger Warranty Claims Support i. Documented service history improves claim processing and reduces disputes d. Extended Asset Life i. Preventive and predictive maintenance reduces wear and avoids catastrophic failures e. Cost Control Beyond Warranty i. Agreements help stabilize operating expenses and reduce unexpected repair costs Please note that specific details (costs, processes, etc) will be Distributor specific. For full detailed information about the service providers and regions covered, please review our Distributor Map to find a specific Distributor and their location. https://www.powersystems.rehlko.com/distributor-locator Please also reference g12575 Service Agreement
80	Describe digital control features, remote monitoring capabilities, supported communication protocols, and cybersecurity protections for connected systems.	Digital Control Features Rehlko provides advanced, programmable controllers that act as the “brain” of its power systems. These controllers manage generator and electrical performance, deliver real-time diagnostics, and support everything from standalone units to complex multi-generator paralleling systems. They are designed for seamless integration with transfer switches, switchgear, and building management systems, while maintaining high precision and built-in protection functions. Remote Monitoring & Management Rehlko enables continuous 24/7 remote monitoring and control of equipment

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		through cellular, internet, and cloud-based technologies. Systems track key electrical, mechanical, and environmental parameters, perform automated testing, and generate alerts and performance reports. Users can remotely access status, receive notifications, and execute control functions, supporting proactive maintenance and high system reliability. Communication Protocols & Connectivity Rehlko systems are built for interoperability within industrial environments. They support standard protocols such as Modbus (serial) and Ethernet/IP connectivity, along with integration into PLC, SCADA, and building management systems. Their architecture supports advanced networking (including redundant designs) and wireless communications (e.g., GSM/cellular), enabling secure data exchange across distributed assets. Cybersecurity Protections Rehlko incorporates cybersecurity through standards-based design and operational controls. Its systems align with industrial cybersecurity frameworks like IEC 62443, use secure network architectures, and emphasize controlled access, approved technologies, and data protection practices. Additional safeguards include secure communication design, monitoring of system access, and adherence to enterprise IT security policies to reduce risk in connected environments. Rehlko delivers a fully integrated, digitally enabled power ecosystem that combines intelligent control, always-on remote visibility, open communications, and strong cybersecurity practices—making it well-suited for mission-critical and highly connected infrastructure.

Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

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

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

☑ We will not be submitting for Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

#	Equipment/servcies/Etc	Quantity	UOM	Lowest Price	Highest Price	No Bid	Comment	
82	40kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							*
83	100kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							
84	500kW Diesel Stationary - Open set, Exhaust, Battery, 10A Charger, Std CB, Blockheater, 120 GFCI & 240 Outlet, Engine Run Relay							
85	80kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
86	120kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
87	200kW Diesel Mobile - Skid Mount, Trailer, Ball Hitch, Single Axle, Brakes - Surge standard, Electric							
88	80kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
89	100kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
90	150kW Nat. Gas Stationary - EPA Approved Tier 1 or 3							
91	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell							
92	Provide company's not-to-exceed hourly rate for custom shop work services provided under this proposal to Sourcewell							
93	Provide your company's not-to-exceed hourly rate for training services provided under this proposal to Sourcewell							
94	Switchgear: Lowest Percentage Discount off of List							
95	Switchgear: Highest Percentage Discount off of List							
96	Standard Delivery							

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 Sourcewell 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 Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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 - Rehlko Sourcewell Pricing 2026.pdf - Monday June 15, 2026 14:54:21
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - WOSB&SDVOSP Documents.zip - Monday June 22, 2026 11:59:23
- Standard Transaction Document Samples - Blank Sourcewell Copy Template.pdf - Monday June 15, 2026 15:37:22
- Requested Exceptions - Master_Agreement_062326_Electrical_Energy_Gen_Equip_Rehlko Comments.docx - Tuesday June 23, 2026 10:26:49
- Upload Additional Document - Additional Documents - Spec Sheets, Warranty Docs, Directory etc...zip - Monday June 22, 2026 16:32:52

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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. - Sean Kenefick, General Manager - Americas, Discovery Energy, LLC, d/b/a Rehlko

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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 1 062326 Electrical Energy Power Gen Equip. Tue May 19 2026 10:29 AM	☑	1