

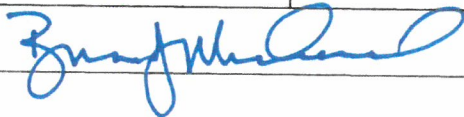
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: **Generac Mobile Products, LLC**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature:  Date: April 12, 2017

**Sourcewell's clarification on exceptions listed above:**

No Exceptions Noted



Contract Award  
RFP #041719



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: **Generac Mobile Products, LLC**

Date: **April 12, 2019**

Company Address: **215 Power Drive**

City: **Berlin**

State: **WI**

Zip: **54923**

CAGE Code/DUNS: **0SUA9/199623596**

Contact Person: **Lynn Jones**

Title: **Account Manager – Government Sales**

Authorized Signature: \_\_\_\_\_

**Brian Michael**

(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 041719-GEN

Proposer's full legal name: Generac Mobile Products, LLC

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be June 17, 2019 and will expire on June 17, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

*Jeremy Schwartz*  
C0FD2A139D006489...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

*Chad Coquette*  
7E42B8F817A64CC...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on June 14, 2019

Sourcewell Contract # 041719-GEN

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name GENERAC MOBILE PRODUCTS LLC.

Authorized Signatory's Title PRESIDENT

*Brian J. Michael*  
VENDOR AUTHORIZED SIGNATURE

BRIAN J. MICHAEL  
(NAME PRINTED OR TYPED)

Executed on 17 JUNE, 2019

Sourcewell Contract # 041719-GEN



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Generac Mobile Products, LLC

Address: 215 Power Drive

City/State/Zip: Berlin, WI 54923

Telephone Number: 920-361-4442

E-mail Address: [brian.michael@generac.com](mailto:brian.michael@generac.com)

Authorized Signature: *Brian Michael*

Authorized Name (printed): Brian Michael

Title: President - Mobile Products, Advanced Manufacturing

Date: April 12, 2019

Notarized

LAURIE FORRESTAL-PARR  
Notary Public  
State of Wisconsin

Subscribed and sworn to before me this 12<sup>th</sup> day of April, 2019

Notary Public in and for the County of Waukesha State of WI

My commission expires: 3/28/21

Signature: *L. Forrestal-Parr*  
Laurie Forrestal-Parr



## **Form P**

### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: **Generac Mobile Products, LLC**

Questionnaire completed by: **Tim Mugler and Lynn Jones**

#### **Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

**Payment terms are NET 30.**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

**Yes, both leasing and financing options are available through Wells Fargo or Great America Finance. Programs vary depending on current interest rates.**

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

**Our order process follows a typical business-to-business and government-to-business procedure. In partnership with the distributor the factory will provide Sourcewell contract pricing to the Sourcewell member.**

- Orders by Sourcewell members can be placed direct to the Generac Government Account Manager, or through a distributor/dealer. All purchase orders will need to include the Sourcewell contract number and the distributor account name.**
- The order will be entered into Generac's system and processed.**
- An order confirmation and estimated ship date will be provided back to the Sourcewell member.**
- The product(s) ordered will be shipped to the customer, dealer, or drop shipped as requested or indicated on the purchase order.**
- Generac will invoice the Sourcewell member direct for orders that are submitted direct to the Government Account Manager. Distributor/dealer will invoice Sourcewell member direct for orders placed through them.**
- All Sourcewell orders will be coded in our internal system so that sales are tracked, reports generated, and a quarterly administrative fee can be calculated and paid to Sourcewell.**

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

**Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.**

#### **Warranty**

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please see the attached warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e. oil filters, air filters, etc.) and/or wear items (i.e. brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Our basic warranties are comparable with industry standards. Please refer to attached warranty statements for specific coverages according to product lines.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from nearest independent authorized service dealer/distributor. Any additional travel required will not be covered. Please refer to attached warranty statements.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

With the exception of Alaska (depending on the product purchased), our distributor network is able to provide warranty and service provisions across the United States and Canada.

Warranty and repair for our mobile product offerings in Alaska would be handled through either our industrial distributor or residential sales channel, depending on the severity of the problem. Sourcewell members in Alaska with product warranty questions can contact our nearest distributor/dealer who will then work with our internal warranty team to diagnose and resolve any issues in the best manner possible. Additional travel costs may apply for a technician to travel from our distributor located on the West Coast to Alaska to perform on-site services.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Engines and driven components used in Generac's products can carry a separate manufacturer's (OEM) warranty (the OEM Warranties), unless otherwise expressly stated. OEM warranties are in addition to this warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

- What are your proposed exchange and return programs and policies?

Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case by case basis.

6) Describe any service contract options for the items included in your proposal.

Service/maintenance type options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case by case basis.

## Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Generac Mobile is offering towable generators (gaseous and diesel), light towers, wet and dry prime trash pumps, water trailer, combination units – power, light and water, and dust suppression. Please refer to question number three and eleven in Form A for detailed descriptions of products offered.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Generac Mobile Products is using a product category discount model. All discounts are consistent across all proposed Generac Mobile product offerings. Please see product price sheets.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

See product price sheets.

- 10) The pricing offered in this proposal is

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_XX\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity discounts can be offered on a case by case basis.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Any “sourced” or “Open Market” item would be quoted and priced at a percentage off standard list pricing.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Total costs associated with the purchase, start-up, and standard user training of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.



Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer suddenly runs into unforeseen site problems where they may have to delay delivery of the unit.

Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcewell member. Generac does not profit from freight charges.

Travel expenses, if applicable, would be quoted on a case by case basis.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

For shipments to Alaska, Hawaii, Canada, or any other offshore location, or for any product that does not fit on a standard flatbed or use common carrier transportation modes, an order specific freight quotation will need to be provided at time of quotation. An additional freight fee will also be imposed for any shipment to connected islands or shipments that require ferry transportation.

Travel expenses, if applicable, would be quoted on a case by case basis.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer suddenly runs into unforeseen site problems where they may have to delay delivery of the unit.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

All purchase orders will be submitted to our government account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the government account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 2% administrative fee to Sourcewell.

### **Industry-Specific Questions**

19) Describe any industry-specific quality management system certifications obtained by your organization.

Generac Mobile is in the final stages of implementing an ISO 9001:2015 standard quality management system (QMS). Third-party certification is estimated to be complete early Q2 2019.

20) Describe any environmental management system certifications obtained by your organization.

Generac is in the process of obtaining certification for ISO 14001 environmental management system (EMS). ISO 14001 is often seen as the cornerstone standard of the ISO 14000 series. In addition to being the best known, it is the only ISO 14000 standard that can be certified by an external, third-party authority. It does not itself state specific environmental performance criteria, but the ISO 14001 standard applies to any organization that wishes to implement, maintain and improve an EMS: ensure compliance with environmental laws and regulations; assure on-going EMS validity through continuous improvement to meet changing environmental policies and concerns; demonstrate EMS conformance through monitoring, measurement and assessment and seek certification of its EMS by an external third-party organization. Certification is anticipated to be complete summer 2019.

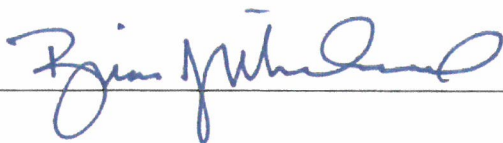
21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Generac offers a preventative maintenance program where Generac manages and tracks the maintenance services needed to ensure they are performed and completed by the contracted due date, giving customers peace of mind and ensuring warranty coverage. Due to the complexity, optional levels of the program, and number of different product offerings, charges for this program are considered "sourced products" or "open market" and pricing would be quoted on a case by case basis as requested by the Sourcewell member.

22) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors.

All diesel engines used in our products are certified to meet EPA tier IV final requirements. We also offer a wide variety of products that meet and are certified by the California Air Resources Board (CARB) for compliance in the state of California. As stated in question number nine in Form A, Generac Mobile Products are also certified to UL and C-UL/CSA standards.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

APRIL 12, 2019

**AMENDMENT #1  
TO  
SOURCEWELL CONTRACT #041719-GEN**

THIS AMENDMENT is by and between **Sourcewell** and **Generac Mobile Products, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Portable Construction Equipment with Related Accessories and Attachments effective June 17, 2019, through June 17, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement need to be updated and amended, but only to the extent as hereunder provided.

IN CONSIDERATION of the mutual covenants and agreements described in the Original Agreement, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Product Price Sheets is deleted in its entirety and replaced with, “Form P – 2020 GMP Product Price Sheets,” which is attached hereto and incorporated herein.

**Remainder of page intentionally left blank.**

- 3. Except as amended by this Amendment, all terms and conditions of the Original Agreement remain in full force and effect.

Except as amended by this Amendment, the Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Authc: C0FD2A139D06489...

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/23/2020 | 12:24 PM CST

**Generac Mobile Products, LLC**

DocuSigned by:  
By: Lynn S. Jones  
Authc: 788B850029554C0...

Lynn Jones  
Name – Printed

Title: Account Manager - Government Sales

Date: 1/23/2020 | 11:15 AM CST

**Sourcewell—Approved:**

DocuSigned by:  
By: Chad Coauette  
Authc: 7E42B8F817A64CC...

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 1/23/2020 | 1:34 PM CST