

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or

replacement, at Supplier's sole discretion, pursuant to the applicable warranty. If the damage is not readily apparent at the time of delivery, and provided Sourcewell or its Participating Entities in no way contributed to such damage, Supplier must permit the Equipment and Products to be repaired or replaced within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent acts or omissions, or intentional misconduct, of Supplier, or Supplier's agents or employees, in the performance of this Contract; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and applicable operating documentation. Notwithstanding any other provision of this Contract, in no event shall Supplier be liable for consequential, special, or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. 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).

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, 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.

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

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.

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.

O. 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 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.

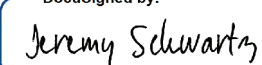
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

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

Sourcwell

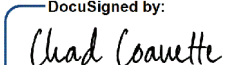
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 3:48 PM CST

Generac Power Systems

DocuSigned by:

By: A4D014A2B0EC4C2...
John Semrad
Title: Director Sales
Date: 12/1/2022 | 11:28 AM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/1/2022 | 10:28 AM CST

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

Vendor Details

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

Submission Details

Created On: Thursday August 04, 2022 08:24:46
Submitted On: Thursday September 22, 2022 10:19:18
Submitted By: Lynn Jones
Email: lynn.jones@generac.com
Transaction #: b1082e7f-cb82-47a8-b468-d0aba7ae303f
Submitter's IP Address: 165.225.62.132

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Generac Power Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Generac Power Systems Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3KDJ8 UEI: DP7KERAZ7LY3	*
5	Proposer Physical Address:	S45 W29290 Hwy 59 Waukesha WI 53189	*
6	Proposer website address (or addresses):	www.generac.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Semrad Director Sales S45 W29290 Hwy 59 Waukesha WI 53189 John.semrad@generac.com 262-544-4811, ext 4251	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn S Jones Account Manager II – Government Sales S45 W29290 Hwy 59 Waukesha WI 53189 Lynn.jones@generac.com 920-230-1280	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Yureskes VP Sales S45 W92990 Hwy 59 Waukesha WI 53189 Brian.yureskes@generac.com 630-730-0270	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History Generac was founded in 1959 to commercialize a line of affordable portable generators that offered superior performance and features. The Company's success through the years has been built upon engineering expertise, manufacturing excellence and our innovative approaches to the market. This has driven our growth into becoming a leading provider of power equipment for a variety of applications within residential, commercial, and industrial markets. In 1980, we expanded beyond portable generators into the industrial power generation market with the introduction of our first stationary generators that provided up to 200kW of power output. We introduced our first residential standby generator in 1989 and expanded our industrial product offering and global distribution system in the 1990s, forming a series of alliances that rapidly increased our sales. Our growth accelerated in the	

2000's as we expanded our purpose-built line of residential & commercial automatic standby generators and implemented our multilayered, omni-channel distribution philosophy. Throughout the 2000's, a number of high-profile power outage events also helped to increase the awareness and need for backup power and home standby generators. In 2006, the founder of Generac sold the company to affiliates of CCMP Capital Advisors, LLC, together with certain other investors and members of our management. In February 2010, we completed our initial public offering (IPO) of our common stock.

Soon after going public, we implemented our "Powering Ahead" enterprise strategy. This strategic plan accelerated the Company's transition from primarily a North America focused, emergency backup generator company into a more diversified industrial technology company with the addition of new and adjacent product categories and an expanded global presence, primarily through a series of acquisitions. In 2018, we transitioned into a new enterprise strategy called "Powering Our Future", which drove further share gains in new and existing markets, capitalized on Generac's leadership in natural gas, established our connectivity strategy, and provided the initial foundation for the Company's evolution into an energy technology solutions company, including some key initial acquisitions within the residential clean energy space. This ultimately led to the introduction of our new "Powering A Smarter World" enterprise strategy in 2021. This current strategic plan continues the evolution of Generac's business model that pairs traditional and emerging power generation and storage technologies with new monitoring, management and grid services capabilities to provide solutions for the dynamic challenges presented by today's energy landscape.

Overview

Generac is a leading energy technology solutions company that provides backup and prime power generation systems for residential and commercial & industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, advanced power grid software platforms & services, and engine- & battery-powered tools and equipment. The Company is committed to sustainable, cleaner energy products poised to revolutionize the 21st century electrical grid. As an energy technology solutions company that is "Powering A Smarter World", our corporate purpose is to lead the evolution to more resilient, efficient, and sustainable energy solutions around the world.

We have a long history of providing power generation products across a variety of applications, and we maintain one of the leading market positions in the power equipment markets in North America and an expanding presence internationally. We believe we have one of the widest ranges of products in the power generation marketplace, including residential, commercial and industrial standby generators; as well as portable and mobile generators used in a variety of applications. In recent years, the Company has been evolving its business model to focus on building out a residential and C&I ecosystem of energy technology products, solutions, and services. As part of this evolution, we have made significant investments into rapidly growing new markets such as residential clean energy storage, solar microinverters, and energy monitoring & management devices, all of which are distributed energy resources (DERs) that can be aggregated into virtual power plants (VPPs) within grid services programs. In addition, a key strategic focus has been leveraging our leading position in the growing market for cleaner burning natural gas fueled generators to expand into applications beyond standby power, allowing us to participate in Energy-as-a-Service and microgrid projects for commercial and industrial applications.

We have also made investments in next-generation platforms and controls for both residential and C&I applications that facilitate the connection of our products to the grid. Expanding these capabilities will enable the increasing utilization of our equipment as DERs as the nascent market for grid services expands over the next several years. Our growing presence in grid services programs will enhance the value of our power generation and storage products that might otherwise sit idle, as they are now able to be dispatched and orchestrated as part of a distributed energy solution, thereby generating additional return-on-investment for the home or business owner while also delivering value to utilities and energy retailers by helping to balance, support and enhance the reliability of the electrical grid. As the traditional centralized utility model evolves over time, we believe that a more decarbonized, digitized, and decentralized grid infrastructure will build-out, and Generac's energy technology solutions are uniquely and strategically positioned to participate in this next-generation grid referred to as "Grid 2.0". As our traditional power generation markets continue to grow due to multiple mega-trends that are driving increased penetration of our products, we believe we are in an excellent position to execute on this opportunity given our competitive strengths. In addition, our focus on more resilient, efficient and sustainable energy solutions has dramatically increased our served addressable market, and as a result, we believe that Generac is well positioned for success over the long term.

Products and Solutions

We design, manufacture, and distribute a broad range of energy technology products and solutions. We design and manufacture stationary, portable and mobile generators with single-engine outputs ranging between 800W and 3,250kW. We have developed a line of turn-key energy storage systems for use in residential solar-plus-storage applications, and in 2021, acquired microinverter capabilities for use in residential solar only applications. We also have a line of industrial-grade mobile energy storage systems that serve the global rental markets. We have a growing selection of energy monitoring and management devices that serve to build out our residential energy ecosystem product offering. We participate in the market for grid services involving distributed energy optimization and control software. Other power products and solutions that we provide include light towers and a broad line of outdoor power equipment that we refer to as chore products, which includes a variety of property maintenance equipment powered by both engines and batteries. We classify our products into three categories based on a similar range of power output geared for varying end customer uses: Residential products, Commercial & Industrial (C&I) products and other products & services. The following summary outlines our portfolio of products and solutions, including their key attributes and customer applications.

Commercial & Industrial Products

We offer a full line of C&I generators that are increasingly being fueled by cleaner sources of energy such as natural gas, liquid propane, and Bi-Fuel™, as well as other more traditional fuels such as diesel. We believe we have one of the broadest product offerings in the industry with power outputs ranging from 10kW up to 3,250kW. Through the Deep Sea acquisition in 2021, we have expanded our capabilities in the design and manufacture of advanced controls for a range of energy technology C&I applications, such as microgrids and Energy-as-a-Service. Our natural gas C&I stationary generators have Smart Grid Ready capabilities, enabling our customers to contribute to grid resiliency and generate an incremental return on investment by connecting and enrolling their generator as a distributed energy resource used in grid services applications where available. We believe as more grid services programs roll out over time, we will be able to sell more equipment given the improved economics and value of our generators as DER's. Our light-commercial standby generators and related transfer switches include a full range of affordable systems from 22kW to 150kW, providing three-phase power sufficient for most small and mid-sized businesses such as grocery stores, convenience stores, restaurants, gas stations, pharmacies, retail banks, small health care facilities and other small-footprint retail applications. Our light-commercial generators predominantly run on cleaner-burning fuels such as natural gas and liquid propane.

We design and manufacture a broad product line of modeled and configured stationary generators and related transfer switches for various industrial standby, continuous-duty, and prime rated applications. Our single-engine industrial generators range in output from 10kW up to 3,250kW, include stationary and containerized packages, and can include our Modular Power Systems (MPS) technology that extends our product range up to much larger multi-megawatt systems through an integrated paralleling configuration. Over the past several years, we have introduced larger and higher-powered gaseous-fueled generators, with the highest output of 1,000kW for a single-engine set. Our industrial standby generators are primarily used as emergency backup for larger applications in the healthcare, telecom, datacom, commercial office, retail, municipal and manufacturing markets. In recent years, we've had a strategic effort aimed at utilizing our gaseous-fueled generators in "beyond standby" applications including distributed generation and microgrid projects and have developed purpose-built products for these applications that have grid-connected capability. The addition of Smart Grid Ready functionality and the significant expansion of our in-house advanced controls capabilities further enhances the potential utilization of our generators in these applications. Our MPS technology combines the power of several smaller generators to produce the output of a larger generator, providing our customers with redundancy and scalability in a cost-effective manner. For larger industrial applications, our MPS products offer customers an efficient, affordable way to scale their standby power needs, while offering superior reliability given their built-in redundancy which allows individual units to be taken offline for routine maintenance while retaining coverage for critical circuits.

We also offer a full line of industrial transfer switches to meet varying needs from light industrial applications all the way up to the most demanding critical installations. Over the last couple of years, we have significantly increased and upgraded our industrial transfer switch product offering, which we believe will help to enhance our attachment rate and related market share for these products. Generac's innovative feature set and flexible platforms offer a variety of switching technologies for customized solutions to meet any project needs. We also provide a broad product

line of light towers, mobile generators, and mobile energy storage systems, which provide temporary lighting and power for various end markets, such as road and commercial construction, energy, mining, military, and special events. These products are typically sold to national and regional rental companies who then rent the equipment to the end user. We believe the addition of mobile energy storage systems obtained through our acquisition of Off Grid Energy in 2021 will enable us to capture a share of the rapidly expanding Battery Energy Storage System (or BESS) market in the future. Also in 2021, we unveiled a hybrid mobile solution that pairs an energy storage system with a diesel generator to reduce emissions and noise pollution, as well as a mobile battery-powered light tower, both of which we expect will come to market during 2022. We also manufacture commercial mobile pumps and dust-suppression equipment for a wide variety of applications, as well as various gaseous-engine control systems and accessories, which are sold to gas-engine manufacturers and aftermarket customers. C&I products comprised 26.7%, 28.3% and 39.5%, respectively, of total net sales in 2021, 2020 and 2019.

Residential Products

Our residential automatic standby generators range in output from 7.5kW to 150kW, which predominantly operate on natural gas and liquid propane, and are permanently installed with an automatic transfer switch, which we also manufacture. Air-cooled engine residential standby generators range in outputs from 7.5kW to 26kW and serve as an emergency backup for small to medium-sized homes. Liquid cooled engine generators serve as emergency backup for larger homes and small businesses and range in output from 22kW to 150kW. We believe we have the broadest line of home standby generators in the marketplace and all of them are offered as Smart Grid Ready, which enables customers to connect and enroll their generator as a distributed energy resource in grid services applications. The deployment of our residential generators in grid services applications where available can improve grid resiliency, while also offering a direct financial incentive for homeowners to participate in these grid services programs, which can help to partially offset the purchase cost of the generator over the product's lifespan. This functionality leverages our remote monitoring system for home standby generators called Mobile Link™. This remote monitoring capability is a standard, WiFi-enabled feature on every home standby generator that we offer and allows our customers to check the status of their generator conveniently from their smart phone or tablet, and also provides the capability to similarly receive maintenance and service alerts. Leveraging the technologies acquired in the 2019 acquisition of Pika Energy, we have developed a line of clean energy products marketed under the Generac brand and using the name PWRcell™. This clean energy storage solution consists of a system of batteries, an inverter, photovoltaic (PV) optimizers, power electronic controls, and other components. This system captures and stores electricity from solar panels or other power sources and helps reduce home energy costs while also protecting homes from shorter duration power outages. PWRcell can range in size from 9kWh up to 36kWh of storage capacity. Our PWRcell energy storage systems also have Smart Grid Ready capabilities, empowering homeowners to contribute to grid stability and earn an incremental return on investment by connecting to grid services programs, which can help to partially offset the purchase cost of the system over the product's lifespan. We introduced multiple new Generac-branded clean energy products in 2021 that we expect will come to market during 2022 as we continue to build out an increasingly broad range of residential clean energy solutions, giving our distribution partners access to a more diverse line up of products that can serve a variety of applications. PWRmicro, a grid-interactive microinverter equipped with 2-to-1 panel-to-inverter capability used in residential solar solutions, leverages the technology acquired via the 2021 purchase of Chilicon Power and allows Generac to participate in residential solar installations that do not include an energy storage system. PWRmanager is the second generation of our load management controls, allowing customers to remotely control certain loads in a house and thereby manage battery run times from their smart phones or tablets. PWRgenerator is a one-of-a-kind natural gas generator with DC output that is purposebuilt to re-charge PWRcell energy storage systems. This innovative new product is fuel-efficient, quieter, and can enable indefinite grid independence for homeowners.

During 2021 we acquired Ecobee, a leader in sustainable smart home solutions such as smart thermostats and a suite of home monitoring products, all designed with a focus on conservation, convenience, peace of mind and comfort. Ecobee's smart home energy management devices and complementary sensors intelligently optimize heating and cooling systems, often the largest energy consuming system within a home, to deliver significant energy savings for homeowners. In addition, the ability to combine Ecobee's cutting-edge technologies and software development expertise with Generac's power generation, energy storage and energy management devices will allow us to create a clean, efficient, and reliable home energy ecosystem and user interface platform capable of connecting to our grid services distributed energy resource management software (DERMS) called Concerto. We also entered the smart water heater controller market in 2021 via the acquisition of

		<p>Apricity Code, an advanced engineering and product design company that has developed certain products which help homeowners reduce energy consumption and utility bills by intelligently managing the timing of a water heater's energy consumption. These Ecobee and Apricity grid edge devices expand our suite of products that can be deployed in grid services applications, offering increased energy savings and economic benefits to a larger segment of the population. We also added IoT propane tank monitoring solutions with the 2021 acquisition of Tank Utility to further optimize propane fuel logistics. This addition expands Generac's connectivity functionality and provides incremental value to our dealers and peace of mind to our liquid propane powered home standby generator owners. We also provide a broad product line of portable and inverter generators that range in size from 800W to 17.5kW. These products serve as an emergency home backup source of electricity and are also used for construction and recreational purposes. Our portable generators are targeted at homeowners, with price points ranging between the consumer value end of the market through the premium homeowner market; at professional contractors, starting at the value end through the premium contractor segment; and at the recreational market with our inverter generator products, which are quieter than traditional portable generators. In addition, we offer manual transfer switches to supplement our portable generator product offering. We provide a broad product line of outdoor power equipment referred to as chore products, which are used in property maintenance applications for larger-acreage residences, commercial properties, municipalities, and farms. These products include trimmers, field and brush mowers, log splitters, stump grinders, chipper shredders, lawn and leaf vacuums, pressure washers and water pumps. We also offer commercial-grade, battery-powered turf care products through Mean Green Products, which was acquired in 2020. In addition to Generac's efforts to expand Mean Green's production and distribution capabilities, this acquisition will help to accelerate the electrification of our higher-powered lineup of chore products. Chore products are largely sold in North America through direct-to-consumer online catalogs, retail hardware stores, and outdoor power equipment dealers primarily under the DR® brand name. Residential products comprised 65.8%, 62.6% and 51.9%, respectively, of total net sales in 2021, 2020 and 2019.</p>	
11	What are your company's expectations in the event of an award?	<p>Our overall expectations and mission are to work closely with Sourcewell and its members to ensure an expedient entrance into the Buy Sourcewell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the electrical energy power generation equipment industry. Generac understands that an awarded contract is only the first step to success within the Sourcewell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcewell's membership base and agencies through Generac and our extensive distribution network.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to Generac's 2021 annual report and Q2 2022 report for a detailed perspective of our financial strength and stability (Attachment #1 and #2 respectively). Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40</p> <p>You may also contact our bank for references, see contacts listed below. Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Shannon Offen, JP Morgan: Shannon.offen@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Generac references third party EGSA and Frost & Sullivan data. Please refer to Attachment #3 from Frost & Sullivan. Per the last time Frost & Sullivan rolled out market share data in 2019, it estimated Generac's share to be 26.6% in the North America market, putting Generac as one of the two top leaders in generator market share. This data does not allow for the percentages to be broken out between US and Canada; thus, our response is at a North American level. The other major competitors in our stationary generator space were the following market shares: Caterpillar market share is 27.1% Cummins market share is 21.0% Kohler market share is 16.7%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Please reference response #13 above.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Generac is a designer and manufacturer of power generation equipment and other engine powered products.</p> <p>a) is N/A.</p> <p>b) Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. This Generac sales team includes dedicated Regional Business Managers (RBM), dedicated Power Solutions Managers (PSM), and dedicated Inside Sales Representatives (ISR) that work directly with the Industrial Distributors located in the U.S. and Canada.</p> <p>We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent industrial distributors, residential dealers, national and regional retailers, e-commerce merchants, electrical and HVAC wholesalers (including certain private label arrangements), catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 4,500+ trained generator technicians through our industrial and commercial channels.</p> <p>Generac believes that world-class products deserve the highest level of service and technical support, backed by the highest quality training. Generac requires all our aligned servicing distribution partners to continually update and recertify their service training technicians on a regular basis. This training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to resolve service matters correctly and in a timely manner.</p> <p>Offering the best technical training in the industry is our mission, both at the factory and in the field. We take pride in the quality of our classes and the caliber of our instructors, as well as the excellence of our certified technicians. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Generac maintains all licenses and certifications required and necessary to conduct business within the United States and Canada, including Seismic/OSHPD certification, Enclosure Wind Load certification, and ISO 9001-2015 certification. ISO 9001-2015 specifies requirements for a quality management system when an organization:</p> <p>a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and</p> <p>b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.</p> <p>We are also an EPA (US Emissions certified), UL (tests and evaluates components and products that allows a certification mark to be placed by the manufacturer), and C-UL/CSA (Canadian version of UL) certified testing lab. Our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable. The industry specific codes and standards that we design and build our products are found in Attachment 4, along with copies of the certifications listed above.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A, we have not been suspended or debarred.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Grid Forward – Grid Innovator Awards 2022 Waukesha County Award: Large Business of the Year 2021 Generac joined the S&P 500 (March 2021) 2021 Edison Awards – Silver: PWRcell solar + storage system 2021 Winner Japan Energy Challenge: Recognizing Excellence in Clean Technology Innovation (Enbala) 2020 RER Innovative Product Award: MLTS LED light tower 2020 ACG Wisconsin Outstanding Corporate Growth Award 2018 Prominent Economic Development Award 2018 High Impact Cleantech Company of the Year (Enbala)	*
20	What percentage of your sales are to the governmental sector in the past three years	For the calendar years 2020-2022, Generac's total government sector sales have been 22%, 24%, and 24% respectively.	*
21	What percentage of your sales are to the education sector in the past three years	For the calendar years 2020-2022, Generac's total education sector sales have been 5%, 6%, and 6% respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac Power Systems Inc. currently holds two Sourcwell contracts: Contract 041719 for Construction Equipment: The annual sales volume under this contract over the past three years has averaged \$3.69 million per year. 2020: \$1,773,220 2021: \$1,637,695 2022: \$1,535,636 (YTD, June 30, 2022) Contract 031121 for Ground Maintenance Equipment. Generac was awarded this contract in the middle of 2021 and the total sales volume through June 2022 has been \$1.2 million.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac holds GSA Contract GS-07F-0407X. Annual sales volume for this contract is: 2020: \$1,184,515 2021: \$1,304,098 2022: \$ 849,224 (YTD, June 30, 2022)	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Oldham County, Kentucky Fiscal Court	Kevin Nuss, Deputy Judge Executive	502-222-9357	*
City of Highland Heights Fire Department	William Bernhard, Assistant Chief	440-544-251	*
City of Providence, KY WWTP	Terry Rice	270- 667-7332	*
Village of Kimberly	Allyn Dannhoff	920-788-7507, ext. 115	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Louisiana	Government	Louisiana - LA	IDIQ type state contract for the purchase of generator sets (2 kW to 1 mW) as needed by the state	2kW - 1 mW generators	\$20.2 million	*

Stevenson High School	Education	Illinois - IL	<p>Stevenson High School had an existing power plant that has 3 x 750 kW natural gas generators. A new addition to the building required them to build out that power plant, adding 1500 kW of power. The school is part of a Demand Response program with a local utility that will ask them to go off grid during peak power demands. They needed a third-party paralleling system, Siemens, and the remote radiator.</p> <p>Solution Generac's distributor, Zonatherm, recommended a 1500 kW Modular Power System to meet all the school's needs. They partnered with Wight & Co to create the design and layout of the system. This was the first time Generac was paralleled with a Siemens system.</p>	1500 MPS solution comprised of 2x 750 kW natural gas generators	\$1.2 million	*
Culinary Nutrition Center	Education	Massachusetts - MA	<p>Scope of Project: 3x500 NG system. A new \$21 million culinary and nutrition center opened its doors, offering healthier food options to students. Springfield is the first city in the nation to use federal food service funds in a unique city-school partnership. The city bonded for \$14 million towards the project in order to rehabilitate the warehouse to make it a viable space. The goal of the center is to create jobs and feed fresh, not packaged or processed food, to the kids.</p> <p>Solution ASNE recommended a Generac 1500 kW MPS. The MPS solution consisted of three paralleled 500 kW natural gas generators. Paralleled generators offer redundancy, reliability and flexibility. Generac was able to guarantee that at least one of the three generators would be serving life safety loads in less than ten seconds. Even if one or two units are offline for maintenance, systems will still be supported. The MPS would not have been as successful without the use of natural gas fuel. "We took the need for a large generator for a facility and broke it up into multiple units," said McEvoy. "It brought down the amount of gas needed, it brought down the cost of the project and added the value of redundancy."</p>	1500 MPS solution comprised of 3x 500 kW natural gas generators	\$1.1 million	*

University of Utah	Education	Utah - UT	<p>Scope of Project: the University of Utah opened a new multi-tier data center. The 74,000-square-foot facility consolidates seven different stand-alone data centers across the university campus. Ultimately, it is intended to house data from nearly all campus entities, including University of Utah Hospital, and the various academic departments. The current data center is the first phase of a project expected to expand as the university's data needs grow.</p> <p>Solution</p> <p>Originally the specification had required several large, 2-megawatt single-engine generators connected in parallel using traditional switchgear. Such an approach has some drawbacks, largely due to the cost, complexity, space requirements and integration issues associated with traditional paralleled systems. As a result, Generac power solutions manager Curt Gibson and Generac dealer Energy Management Corp. (EMC) believed that a Generac MPS solution would be an ideal alternative for this application. "Generac MPS solutions reduce complexity and costs by eliminating the custom paralleling controls," Gibson said. "That's often a very attractive differentiator. Eliminating external switchgear also meet the noise criteria in the spec (the Gemini units were quieter at the outset than the competitive product) and accommodates future expansion. The five Gemini units on the one bus were installed and commissioned in 2011. The other six units are slated to be installed in the near future as needed. A 22,000-gallon diesel fuel tank serves the five Gemini units, and a separate tank will be installed with the other six units. "From a sheer installation standpoint, it's a lot less expensive. Cheaper to buy, faster and easier to install," said Josh Pettersson, project manager for Wasatch Electric.</p>	5000 kW MPS solution comprised of 5 x MD1000 kW Gemini	\$1.8 million
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Santa Clara, CA County Jail	Government	California - CA	<p>The facility already had a 2500 kW generator onsite, but they were in need of a new solution. "The original backup generators for the jail were being demolished, so new exterior grade generators were required," said Jerry Jones, Layton Construction Company. "For a facility of this type, there is no margin of time allowable for zero power."</p> <p>Solution Instead of relying on a single generator during power emergencies, more engineers are recognizing the benefit of paralleled generators. This solution gave them several flexible options including the N+1 protection. A generator system with 1500 kW is what the project requires, but Santa Clara County requested the 2500 kW backup to support future growth. This also gave them the option to repair and maintain the engine and still have onsite power without a portable rental.</p>	2500 kW MPS solution comprised of 2 x MD1000 kW Gemini and 1 x MD500 kW	\$950,000	*
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Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The C&I sales group will have overall responsibility for marketing and fulfilling all Sourcewell business. Each individual industrial distributor has their own dedicated Regional Business Manager (RBM), Power Solutions Manager (PSM), and Inside Sales Representative (ISR) that work directly with them. In addition, the C&I business unit has their own dedicated sales engineering team, engineering team, marketing team, and customer service/support team which allows us to focus on the customer while managing their quotes and orders with flexibility, speed, reliability and innovation.</p> <p>In addition, Generac Power Systems has field-based engineering support personnel throughout the United States. These field-based engineering support personnel are made up of both Power Solutions Managers (PSMs) and regional sales managers (RSMs). The PSM's and RSM's reside in strategic locations across the United States and Canada that allow for timely support.</p> <p>The Power Solution Managers are power industry experts. Their primary goal is to support our industrial distributors on technical applications and ensure the right product is used for the right application; this is usually accomplished during the initial phase of our sales process. The PSM's are also used as in-field training instructors where they teach formal and accredited courses that are focused on the power generation industry. These courses are mainly provided to electrical engineering firms within their respective territories; however, the PSMs are available to train or teach other firms/establishments with an interest in power generation.</p>

27	Dealer network or other distribution methods.	Our industrial distribution network consists of a combination of primary distributors that cover a particular region, as well as a network of support dealers serving the North American market. Our industrial distributors are contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian providences. Over the past five years, we have expanded our dealer network through acquisitions and organic means, in order to increase our sales and service opportunities. Additionally, in 2020, we acquired our industrial distributor in northern California to give us direct coverage of the west coast of the United States and accelerate our sales and service efforts in this part of the country. The industrial distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support. Our industrial distributors and dealers help maintain the local relationships with commercial electrical contractors, specifying engineers and national account regional buying offices. Generac and their distributor partners also sell to certain Engineering, Procurement and Construction (EPC) companies and other companies that specialize in managing more complex power generation projects, including microgrid projects and Energy-as-a-Service applications.	*
28	Service force.	Generac employs inside trained technical service representatives with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. Generac's Commercial & Industrial Technical Service Organization is made up of trained technicians whose primary responsibility is to support our Industrial Dealer network. They provide technical phone support 24/7/365 for the Industrial Distributor technicians who are actively servicing the Generac Product. See Figure 1 attached for technician coverage within the 48 contiguous states (Generac also has sales/service coverage in both Hawaii and Alaska). Generac covers North America with 30 Industrial dealers that have certified and trained generator technicians on Industrial/Commercial generators. Our dedicated dealer service network includes over 10,000 trained generator technicians across all market channels as well as 400+ qualified engine service technicians. The majority of the distributor technicians all have company vehicles they drive home each night ready for emergency calls 24/7/365.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Generac follows a typical business-to-business and government-to-business procedure for order processing. In partnership with the distributor, the sales team will provide Sourcewell contract pricing to the Sourcewell/Canoe member. Orders by Sourcewell/Canoe members can be placed either direct to the Generac Government Account Manager, or through the local Generac distributor. The order will be reviewed by an internal sales team member, then entered and processed through our system. An order confirmation and estimated ship date will be provided back to the distributor and Sourcewell/Canoe member. Generac will invoice the Sourcewell/Canoe member direct for orders that are submitted direct to the Government Account Manager. If the order is placed through the Generac Distributor, an invoice will be issued to the Sourcewell/Canoe member from the Generac Distributor. All Sourcewell/Canoe orders will be coded in our internal system so that sales reports can be tracked, and a quarterly administrative fee can be calculated and paid to Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Generac offers its customers support 24/7/365. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Commercial & Industrial distributors work directly with our internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Our distributor network serves many mission critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. Our distributor network is strategically located to provide customers the quickest onsite support when in the time of need. Our distributor network's target is to respond to emergency calls within two hours. Our distribution then prioritizes health and safety of specific jobs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a vast network of over 8,000 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Generac is more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. Generac has a market presence in Canada with a strong distribution network already in place. One of Generac's largest industrial distributors, Total Power, has locations in Ontario, Alberta, Nova Scotia, and British Columbia. Generac also has other distributors located in Saskatchewan, Manitoba, and Quebec.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our extensive dealer networks cover all of North America, Alaska, Hawaii, and U.S. Territories. At this time there are no specific contract requirements or restrictions that would apply to these participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Generac's marketing strategy for a Sourcewell contract would consist of the following:</p> <p>Generac Internal and Dealer Communications</p> <ul style="list-style-type: none"> • Develop a comprehensive launch package for Generac dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Generac agreement highlights, pricing overview, and Sourcewell Membership information. • Communicate broadly to Generac dealers via our partner communication channels regarding the scope/availability of the Sourcewell-Generac agreement. • Host webinars with Generac Dealers and Sourcewell representatives to review the agreement, terms, membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Generac and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Generac, and Generac dealers. • Post summary information of the Sourcewell-Generac relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to the Generac PowerNet intranet site. <p>Generac External Communications</p> <ul style="list-style-type: none"> • Work collaboratively with Sourcewell to craft and deploy press release statements regarding our new agreement and who can utilize moving forward. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Generac products and solutions through the Sourcewell-Generac agreement. Please review Attachment 5, 5A, 5B, and Attachments 12-14 for samples of our marketing materials. • Generac will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business within the segment. • We will work collaboratively with Sourcewell to develop relevant promotional materials that will help both Generac and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Generac agreement to prospective clients in the sectors Sourcewell serves. • Generac will create a Sourcewell-specific page on our external website which contains all the information relevant to the agreement between Generac and Sourcewell – https://www.generacmobileproducts.com/sourcewell • Generac will work collaboratively with Sourcewell post-award to develop a list of priority accounts and project opportunities based on the current Sourcewell Membership list. We will also follow up on all leads provided by Sourcewell in a timely way. Generac has an assortment of branded sales materials, including brochures, cut sheets, and technical specification documents with which we market and promote our offering to key industry sectors. A few of those are included and most are available electronically, 24/7 via www.Generac.com.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Generac engages with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, Google listings, mobile applications, social media tools, and our award-winning project specification tool Power Design Pro™. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This, in conjunction with our proprietary digital management tools, provides a comprehensive digital experience for our customers.</p> <p>The specific government homepage on our public site provides valuable information to prospective customers looking for Electrical Energy Power Generation solutions and Sourcewell. Similarly, the Generac PowerNet intranet site and Marketing-On-Demand partner software platform provides even more specific information to our Generac and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell contract would include using Generac's social media accounts to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly with a growing audience using technology as a primary source of information.</p> <p>Social Media Generac uses a suite of social media outlets to ensure we reach our customers 24/7 using their communication vehicle of choice. These outlets include: Facebook LinkedIn YouTube Instagram</p> <p>Reference Sites https://www.generacmobileproducts.com/sourcewell https://www.generacmobileproducts.com/products/government-military https://www.generac.com/gsa https://www.generac.com/Industrial/industrial-solutions/municipal https://www.generac.com/Industrial/industrial-solutions/education https://www.generac.com/Industrial/industrial-government</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshow and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 36 above.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac's GSA contract utilizes an e-procurement system through the GSA e-buy portal. Our distributors and National Accounts can also order using our E-procurement portal. For Sourcewell/Canoe Members, Generac would incorporate the use of Sourcewell's new E-procurement system (Buy Sourcewell) into their ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Generac offers various types of optional training and services for our customers through our Professional Development Seminar Series (PDSS) which includes:</p> <ul style="list-style-type: none"> a. Onsite Product Training – Industrial Distributor/Generac b. Product Maintenance Training – Industrial Distributor /Generac c. Product Application Training - Industrial Distributor / Generac d. Generator Sizing – Industrial Distributor / Generac e. Generator Switching - Industrial Distributor / Generac f. Paralleling Concepts and Implementation - Industrial Distributor / Generac g. Generator Reliability - Industrial Distributor / Generac h. National Electric Code - Industrial Distributor / Generac i. UL Listing & NFPA Standards - Industrial Distributor / Generac j. Engines & Alternators - Industrial Distributor / Generac k. Generator Controls - Industrial Distributor / Generac l. Creating Performance Based Specifications - Industrial Distributor / Generac m. Emissions - Industrial Distributor / Generac <p>Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems.</p> <p>Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems.</p> <p>These PDSS training sessions are optional and can be administered by either our local distributor or a Generac sales team member. Please see Attachment 5 For the list of optional training and service seminars.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Generac is a leader in the industry for offering technologically advanced products. With more and more companies seeking to reduce their carbon footprints, the challenges of producing cost effective and environmentally friendly generators have been met head on at Generac. We are the leader in gaseous-fueled choices within the market and offer the most competitive total cost of ownership in the industry.</p> <p>Generac control panel platforms are designed and built to improve reliability and prolong sustainability across various climate conditions. Generac's generator control platforms include automotive type sealed watertight connections to resist water intrusion and corrosion build up. In addition, we utilize 4-20 milliamp senders for easy trouble shooting and serviceability. Our control panel platform includes predictive maintenance notifications providing reminders to perform routine maintenance for the preservation of the life of the generator.</p> <p>Generac is the founder of integrated generator paralleling, known as Generac's Modular Paralleling Systems (MPS.) MPS changed the industry by integrating the paralleling controls and switching onto the generator itself verses utilizing complex and expensive 3rd party switch gear. MPS can be powered by either diesel, Bi-Fuel, or Natural Gas, and is appropriate for numerous types of businesses including hospitals, airports, office buildings, schools, and data centers. The MPS has a reliability rate of up to 99.9999% and is more cost effective and flexible than single generator sets with the same load capacity.</p> <p>We also design, engineer and manufacture the 1 MW Gemini "Twin Pack," which incorporates two 500 kW generators within a single enclosure. Its footprint is 20% smaller than a single 1 MW unit and has the same installation cost. The Gemini provides built-in redundancy for superior system reliability and scalability along with load shedding capabilities.</p> <p>Bi-Fuel systems run on a combination of diesel fuel and natural gas, extending the run time of the onsite diesel fuel by up to 75 percent reducing the amount of diesel fuel required to run.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Generac's "green" initiatives are included in attachment 6, Environmental, Social, and Governance (ESG) report.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Generac is currently marketing the use of HVO (Hydrotreated Vegetable Oil) / Renewable Diesel support in our Diesel products.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Generac Power Systems, Inc. is classified as large business. However, many of our Industrial Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, HUB, and minority woman owned. Small business partners include, but are not limited to: Kelly Generators, small business; Federal Contractors Corp, Service-Disabled Veteran-Owned and HUBZone small business; ARCCO, small business; Wolverine, small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business. We have included examples of their certifications for reference, please see Attachment 7, Small Business Certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Generac is the only generator manufacturer that primarily focuses on power generation. Generac provides standby, portable and mobile generators with broad capabilities across the government, industrial, light-commercial, and residential markets. We believe that our engineering capabilities and core focus on generators provides manufacturing flexibility and enables us to maintain a first-mover advantage over our competition for product innovation. We also believe our broad product offerings, diverse distribution model, and strong factory support provide additional advantages. We strive to find the best possible way to provide the greatest return on investment for our customers.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please refer to Attachment 8 to review our 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. Generac also offers optional warranty policies up to 10 years.	*
47	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 in Attachment 8 for specific coverages according to product lines.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Generac's basic/ standard warranties cover technicians' travel and mileage and warranty repairs for a total of 2 years. Generac also offers optional extended warranties which last up to 10 years that also cover repairs, travel and mileage. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Generac has certified technicians in all regions of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Generac products offered under this RFP and subsequent contract will be covered under Generac's warranty policies.	*
51	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.	*
52	Describe any service contract options for the items included in your proposal.	Generac Service/maintenance contract options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Generac's standard payment terms are NET 30 days, subject to review and approval by our Credit Dept. Under certain situations Generac will consider alternate terms. Generac's standard terms and conditions are list below.</p> <p>Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Startup will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Generac offers financing options through Wells Fargo.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Generac will use their standard quote forms, as applicable, to provide a comprehensive quotation with pricing and submittal documents to Sourcewell/Canoe participating entities. This standard form provides detailed information on the equipment being quoted (see attachment 9). Our standard terms and conditions are referenced on the form. The quote reference number can be easily used to convert the quote into an order in our system, thus minimizing the number of documents a Sourcewell/Canoe entity needs to complete to place an order.</p> <p>Our standard account set up form will also be used to establish an account in our system for any new Sourcewell/Canoe entity if they choose to order direct from Generac. Please see attachment 10 for a sample of this document.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets in attachment 11.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 27% - 50% off MSRP depending on product line. Please see product pricing sheets in Attachment 11.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "Open Market" item would be quoted and priced at a percentage off standard MSRP list pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary 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 Sourcwell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	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 encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*
64	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 encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Because Sourcewell pricing is preferential, all distributors will need to obtain pricing from the Generac Inside Sales Team. All quotations will be coded internally so when an order is placed our system captures the data. All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac or its distributor 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.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Generac will apply the principles of our Supplier Relationship Management plan (SRM) that we use with all channel partners, please refer to attachment 15 for a copy of this plan. In addition to this, Generac will use several internal metrics to measure our contract success. This includes but may not be limited to tracking total dollars being quoted; total quotes being generated; calculating the win rate on quotes generated; and calculating the total dollars ordered.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Generac will offer a 3.0% administrative fee under this RFP and subsequent contract.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our product offerings as related specifically to the scope of the Electrical Energy Power Generation with Related Parts, Supplies, and Services RFP include stationary standby gaseous (LP Vapor/LP Liquid/Natural Gas/Well Gas) and diesel/Bi-Fuel generators ranging in size from 10 kW up to 2000 kW for single units; up to 12 Mega Watt for MPS systems; 3 kW to 17 kW for portable electrical generators, 7 kW to 150 kW for our residential backup/standby generator sets; 8 kW to 500 kW for our mobile (trailer or skid mounted) generators, 2 kW to 20 kW on our light towers; 100 - 5000 amp automatic transfer switches with NEMA1, NEMA3R, NEMA4X and NEMA12 enclosures and several transition options. In addition, we also offer generator-related design, installation, maintenance, and repair services. Please refer to attachment 12, The Generac Advantage Brochure, as well as attachments 13- 14 to review all the products and services we can offer Sourcewell/Canoe members.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a. Generator b. Genset c. Standby Emergency Generators and Generator Sets d. Stationary Standby Emergency Generators and Generator Sets e. Prime Powered Generators and Generator Sets f. Diesel Generators g. Natural Gas Generators h. LP Generators i. Bi-Fuel Generators j. Modular Power Systems (MPS) k. Gemini® l. Home Standby Generators m. Portable Generators n. Mobile Generators o. Mobile Light Towers p. Trailer Mounted Generators q. Skid Mounted Mobile Generators r. Trailer Mounted Light Towers s. Transfer Switches: <ul style="list-style-type: none"> i. Open w/Service Entrance Rated ii. Closed iii. Closed w/Service Entrance Rated iv. Bypass Open v. Bypass Closed vi. Open vii. Open-Manual Transfer Switch

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

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

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 13 for details on the products Generac is offering under this RFP.
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Generac's offerings include enclosures, fuel tanks, automatic transfer switches, paralleling equipment, controls, batteries, block heaters, and other accessories.
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to endless number of variables that can be specific to any one project and/or job site, these related services would need to be separately priced and can be offered as open market services.

Exceptions to Terms, Conditions, or Specifications Form

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

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](#) - Attachment 11 Industrials & Mobile Price List- Sourcewell.xlsx - Thursday September 22, 2022 10:17:13
 - [Financial Strength and Stability](#) - Attachment 1 & 2 Financial Strength and Stability.pdf - Wednesday September 21, 2022 17:06:05
 - [Marketing Plan/Samples](#) - Sourcewell Proposed Marketing Plan with Samples-Attach 5,5A,5B,12,13,14.pdf - Thursday September 22, 2022 09:43:33
 - [WMBE/MBE/SBE or Related Certificates](#) - Attachment 7 Small Business Certifications.pdf - Wednesday September 21, 2022 17:20:54
 - [Warranty Information](#) - Attachment 8 Warranties.pdf - Wednesday September 21, 2022 17:20:05
 - [Standard Transaction Document Samples](#) - Attachment 9 & 10 Transaction Document Samples.pdf - Wednesday September 21, 2022 17:34:38
 - [Upload Additional Document](#) - Cover Letter with Attachments 3,4,6,15 & Fig 1.pdf - Thursday September 22, 2022 09:44:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

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