

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Generac Power Systems, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems Inc., S45 W929290 Hwy. 59, Waukesha, WI 53189 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

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

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

**Article 2:  
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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

whatever kind or nature shall not exceed the greater of (i) \$50,000.00 or (ii) the aggregate amount paid to Supplier for orders made under this Agreement in the 6 months before the event giving rise to the claim.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks and in compliance with any marketing or brand use guidelines supplied by the other party.. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 25) **Force Majeure.** Any delay or failure of either party to perform its obligations under this Agreement (other than failure to pay any amounts due) will be excused to the extent that the delay or failure was caused by or results from an event beyond such party's reasonable control including, without limitation, the following events: acts of God, hurricane, flood, fire, earthquake, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, other civil unrest, requirements of applicable laws, regulations, or ordinances, embargoes, blockades, action by any governmental authority, national or regional emergency, strikes, labor stoppages or slowdowns, other industrial disturbances, shortage of adequate power or transportation facilities, outbreaks of disease, epidemics, or pandemics.

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

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

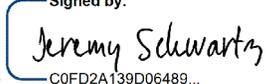
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

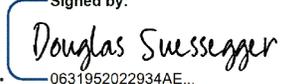
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Generac Power Systems Inc.

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/1/2025 | 10:58 AM CST

Signed by:  
  
By: 0631952022934AE...  
Douglas Suessegger  
Title: VP Sales & Distribution  
Date: 1/31/2025 | 2:56 PM CST

# RFP 112624 - Grounds Maintenance Equipment and Related Attachments

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## Vendor Details

Company Name: Generac Power Systems  
S45 W29290 Hwy 59  
Address: 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: Tuesday October 08, 2024 08:27:55  
Submitted On: Tuesday November 26, 2024 15:41:10  
Submitted By: Clinton Strother  
Email: clinton.strother@generac.com  
Transaction #: 6583dc16-3c0b-4388-9e65-5c884dffef19  
Submitter's IP Address: 69.168.251.89

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**Specifications**

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

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

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 1         | Provide the legal name of the Proposer authorized to submit this Proposal.  | Generac Power Systems Inc.   |
| 2         | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.  | Yes  |
| 3         | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | Mean Green Electric Mowers<br>DR Power Equipment   |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):   | CAGE:3KDJ8; UEI: DP7KERAZ7LY3  |
| 5         | Provide your NAICS code applicable to Solutions proposed.   | 333112<br>333111<br>444230   |
| 6         | Proposer Physical Address:  | S45 W929290 Hwy 59, Waukesha WI 53189  |
| 7         | Proposer website address (or addresses):  | www.generac.com<br>www.meangreenproducts.com<br>www.drpower.com  |
| 8         | Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):   | Douglas Suessegger<br>VP Sales & Distribution<br>S45 W929290 Hwy 59, Waukesha WI 53189<br>Doug.Suessegger@drpower.com<br>(609) 649-9573  |
| 9         | Proposer’s primary contact for this proposal (name, title, address, email address & phone):   | Tyler Wormus<br>Account Manager<br>S45 W929290 Hwy 59, Waukesha WI 53189<br>tyler.wormus@meangreenproducts.com<br>(513) 285-1216   |
| 10        | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):  | Clinton Strother<br>Director of Sales, Government<br>S45 W929290 Hwy 59, Waukesha WI 53189<br>clinton.strother@generac.com<br>(262) 799-5421<br><br>Lynn Jones<br>Account Manager<br>S45 W929290 Hwy 59, Waukesha WI 53189<br>lynn.jones@generac.com<br>(920) 230-1280 |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

11

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Generac is a leading global energy technology company offering advanced power grid software solutions, backup and prime power systems for home, commercial, and industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, virtual power plant platforms, and engine- and battery-powered tools and equipment. Established in 1959 and publicly traded since 2010 (NYSE: GNRC), Generac revolutionized the industry by introducing the first affordable backup generator and pioneering the automatic home standby generator category. Today, with 8,600 employees worldwide – including over 1,000 engineers – and an extensive network of independent dealers, we are a leader in manufacturing in North America and continue to expand our global footprint.

Generac has a physical presence in 20 countries and does business in over 150 countries. Our operations span manufacturing plants, distribution facilities, research and development labs, and offices across the globe. In 2023, we commenced construction on a new \$70 million facility in Beaver Dam, Wisconsin, opened a Clean Energy Engineering Technology Center of Excellence in Reno, Nevada and invested in capacity for high-growth markets in the Middle East, India and Mexico.

#### Technology for Tomorrow

Generac is committed to providing resilient, efficient and sustainable energy solutions. Given our current electrical grid's limitations, we are accelerating the transition to a more distributed and sustainable approach for tomorrow's energy needs. Our experience in power generation and our vision for future technology fuel our mission to Power a Smarter World. Improving energy sustainability has three key elements: decarbonization, digitalization and decentralization. Generac's dynamic and diverse approach enables us to offer products supporting resilient energy usage for our customers and communities.

#### Corporate Values

Corporate values are the responsibility of everyone at Generac to uphold. We promote a culture of continuous improvement through the development of policies, strategies, training, and procedures that reinforce our values.

#### Integrity

We practice the highest ethical standards by honoring our commitments and treating everyone with fairness, trust, and respect.

#### Environment

We are committed to being a leader in environmental stewardship through sustainable operations and cleaner and more efficient power solutions.

#### People

Our success is directly tied to our employees' professional growth and personal well-being, combined with strong families and communities. As an inclusive workplace, our employees embrace diversity, celebrate differences, and treat others with equality and respect.

#### Innovation

We inspire innovation and creativity, and make significant investments in gaining insights, developing and applying new technologies to deliver advanced energy solutions.

#### Agility

We move with urgency and precision to take advantage of market opportunities and out-execute competitors. We are progressive and focused on the future and improving every day. With our scale and resources, we shape market dynamics, not react to them.

#### Excellence

We are committed to delivering quality and performance by continuously reaching for excellence in everything we do, with a focus on product safety and compliance.

#### Our Purpose:

Lead the evolution to more resilient, efficient & sustainable energy solutions.

See Attachment 1 Generac Companies

#### Mean Green Electric Mowers

Mean Green Mowers are proudly manufactured in the USA using only the finest, most durable materials. Since 2009, our patented mower designs and battery technology are crafted with the commercial user in mind. "Commercial Power, All Day Long." Mean Green became a subsidiary of Generac Power Systems, Inc. in 2020.

|    |  |   |   |
|----|--|---|---|
|    |  | <p>DR Power Equipment<br/>Professional Power Done Right.</p> <p>DR Power has been manufacturing and selling professional grade outdoor power equipment since 1985. In 2015, DR Power was acquired by Generac Power Systems, Inc. and continues to offer an extensive line of gas- and battery-powered equipment manufactured in the USA.</p>  |   |
| 12 | <p>What are your company's expectations in the event of an award?</p>  | <p>In the event of an award, Generac expects a strong strategic partnership with Sourcewell. The new contract acting as a force multiplier driving SLED (state, local, and education) sales for the company and our dealer network.</p> <p>Generac would expect the partnership to include monthly meetings, annual reviews, in person meetings, annual conference participation, government data and trend updates, and continual training for staff.</p> <p>Generac understands that an awarded contract is only the first step to success within the 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 ground maintenance equipment industry.</p> | * |
| 13 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p> | <p>Generac continues to be one of the United States largest energy solutions/manufacturing companies with sales exceeding four billion dollars in 2023; proof of additional financial stability can be found in the attached 2023 Annual Report. (See Attachment 2 Annual Report). All of Generac's annual and quarterly financial reports and all SEC filings are available for review and download at EDGAR Search Results</p> <p>Generac bank contact for credit reference is:</p> <p>Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management);</p> <p>Usman Khosa, JP Morgan: usman.khosa@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to <a href="http://www.confirmations.com">http://www.confirmations.com</a></p>   | * |
| 14 | <p>What is your US market share for the Solutions that you are proposing?</p>  | <p>Mean Green<br/>40% of Commercial Electric Mower Market</p> <p>DR Power Equipment<br/>25% of Market Share for Field &amp; Brush Mowers</p>  | * |
| 15 | <p>What is your Canadian market share for the Solutions that you are proposing?</p>  | <p>Mean Green<br/>40% of Commercial Electric Mower Market</p> <p>DR Power Equipment<br/>15% of Market Share for Field &amp; Brush Mowers</p>  | * |
| 16 | <p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>  | <p>No, Generac has never petitioned for bankruptcy protection.</p>  | * |

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| <p>17</p> | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>b) Generac is a leading designer and manufacturer of a variety of products. 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 Generac sales team includes dedicated area sales managers, dedicated national sales managers, and dedicated Inside Sales and Customer Service Representatives that work directly with the dealers and 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 nearly 600 trained dealer technicians through our various market channels.</p> <p>Our distributor networks are comprised of Generac owned and independently owned and operated third party businesses.</p> <p>Generac believes that world-class products deserve the highest level of service/technical support, backed by the best possible training. We're fully committed to offering an outstanding assortment of instructional courses to our distributor and dealer technicians, all with a "hands on" emphasis. More comprehensive training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to correctly resolve a greater percentage of service matters on their own.</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> |
| <p>18</p> | <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>Mean Green<br/> Mean Green holds a CE Declaration of Conformity. Machinery Directive 2006/42/EC. Required for all the European Union. Covers all the ANSI requirements above plus electromagnetic, noise, and vibration testing listed on Attachment 3 Safety Compliances.</p>   |
| <p>19</p> | <p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>   | <p>Generac has never been debarred or suspended.</p>  |

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| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | <p>Fortune 1000 LIST:</p> <p>This prestigious annual list recognizes America's largest companies that continue to thrive financially in an ever-challenging economic climate. Generac ranked 690 in 2023, rising more than 30 spots from its 2022 ranking.</p> <p>New York Post:</p> <p>Two of Generac's Home Standby Generators made the New York Post's list of 8 best home generators to keep your power running.</p> <p>ENERGY STAR. – 2023 Partner of the Year:</p> <p>The U.S Environmental Protection Agency has named Ecobee an ENERGY STAR Partner of the Year for the third year in a row.</p> <p>Great Place to Work™ Canada:</p> <p>Ecobee has been recognized by Great Place to Work™ Canada and named one of the 2023 Best Workplaces™ for our commitment to creating an outstanding employee experience.</p> <p>Forbes - Mexico's Best Employers:</p> <p>Among other domestic and multinational companies, Generac was named one of Mexico's Best Employers on the publication's 2022 list of honorees.</p> <p>U.S. Department of Energy:</p> <p>Generac was chosen for federal funding to increase power grid resilience in Massachusetts and to install rooftop solar and batteries in Puerto Rico.</p> <p>Men's Health:</p> <p>Generac's GB1000 Portable Power Station won for best power station in Men's Health 26 Best Camping Essentials for 2024.</p> <p>2023 Good Design® Awards:</p> <p>Accolades for multiple products from Generac, including the Portable Power Station, Mobile Battery Light Tower (MBLT), PWRmanager home energy management solution and the DR branded zero-turn battery-powered mower.</p> |
| 21 | What percentage of your sales are to the governmental sector in the past three years?                       | <p>Mean Green<br/>50% of Mean Green sales over the last three years have been in the governmental sector.</p> <p>DR Power<br/>15% of DR Power sales over the last three years have been in the governmental sector.</p>  |
| 22 | What percentage of your sales are to the education sector in the past three years?                          | <p>Mean Green<br/>30% of Mean Green sales over the last three years have been in the educational sector.</p> <p>DR Power<br/>10% of DR Power sales over the last three years have been in the educational sector.</p>  |

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| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?                        | <p>Generac has been awarded three Sourcewell contracts, four state contracts, and a NASPO contract.</p> <p>031121-GNR: Sourcewell Grounds Maintenance Equipment:<br/>\$5M in 2022<br/>\$616K in 2023<br/>\$300 in 2024</p> <p>092222-GNR: Sourcewell Electric Energy Power Generation Equipment with Related Parts, Supplies, and Services:<br/>\$176k in 2022<br/>\$2M in 2023<br/>\$5M in 2024</p> <p>020923-GNR: Portable Construction Equipment with Related Accessories and Attachments:<br/>Not awarded in 2022<br/>\$1.7M in 2023<br/>\$1.6M in 2024</p> <p>CC231732003: State of Missouri:<br/>Not awarded in 2022<br/>Not awarded in 2023<br/>\$20k in 2024</p> <p>99SWC-NV24-20347: State of Nevada: New contract, no sales to report yet</p> <p>#PA4445: State of Utah: New contract in 2024, no sales to report</p> <p>#PA4446: State of Utah: New contract in 2024, no sales to report</p> <p>NASPO: New contract, no sales to report yet</p> |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Generac holds a GSA Contract and also maintains strategic small business government sales channel partners with specific socio-economic set aside certification. These small business partners have a letter of supply to represent our products on GSA.</p> <p>GS-07F-0407X: GSA:<br/>\$1.7M in 2022<br/>\$2M in 2023<br/>\$2.2M in 2024</p> <p>Our partners with a letter of supply representing Generac average around \$4M total sales per year.</p>  |

**Table 2B: References/Testimonials**

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

| Entity Name *                                      | Contact Name *  | Phone Number *                              |
|--|-----------------|---|
| Los Angeles Unified School District                | Manuel Enriquez | manuel.enriquez@lausd.net<br>(310) 864-5985 |
| University of Wisconsin Madison Grounds Department | Robert Scott    | robert.scott@wisc.edu<br>(608) 262-7825     |
| Geneva Park District                               | Joshua Junger   | jjunger@genevaparks.com<br>(630) 232-4542   |

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

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |              |   |
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| 26 | Sales force. | <p>Generac, DR Power and Mean Green Mowers salesforce is located throughout North America and Canada. Our teams include sales leaders, business development managers, Outside sales reps, inside sales reps and inside customer care reps who assist in handling Sourcewell members' needs.</p> <p>Generac's government team for grounds maintenance consists of 14 sales and customer support professionals, coupled with over 115+ sales professionals at corporate who can also support government customers as well. These sales professionals work directly with our 1400+ dealers and their sales staff of over 1000 sales representatives to ensure a smooth sales process for the end user. The team dedicated to this contracts success are listed:</p> <p>Douglas Suessegger, VP Sales &amp; Distribution<br/>Doug.Suessegger@drpower.com</p> <p>Clinton Strother, Director of Government Sales<br/>Clinton.Strother@generac.com</p> <p>Lynn Jones, Government Account Manager<br/>lynn.jones@generac.com</p> <p>Dan Flayton, National Business Development Manager<br/>dan.flayton@generac.com</p> <p>Pete Sole, National Account Manager<br/>Pete.sole@meangreenproducts.com</p> <p>Zach Mersch, Senior Sales and Service Manager<br/>Zach.mersch@meangreenproducts.com</p> <p>Tyler Wormus, Account Manager<br/>tyler.wormus@meangreenproducts.com</p> <p>Matt Kennedy, Regional Sales Manager<br/>Matt.Kennedy@meangreenproducts.com</p> <p>Dale McCormick, Regional Sales Manager<br/>Dale.mccormick@meangreenproducts.com</p> <p>Dave Nichols, Regional Sales Manager<br/>David.Nichols@meangreenproducts.com</p> <p>Arthur George, Distribution &amp; International Regional Dealer Account Managers<br/>Arthur.George@drpower.com</p> <p>Thomasina Magoon, B2B Channel Manager<br/>Thomasina.magoon@drpower.com</p> <p>Chris Remsen, Inside Sales Manager<br/>Chris.remsen@drpower.com</p> <p>Laura McBride, Inside Sales Manager<br/>laura.mcbride@drpower.com</p> |
|----|--------------|---|

|           |   |   |
|-----------|---|---|
| <p>27</p> | <p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p> | <p>Generac has created one of the most robust and experienced dealers networks in the ground maintenance industry to support our overall mission. It includes an extensive dealers network for both Mean Green and DR Power totaling over 1400 dealers in the network.</p> <p>Mean Green</p> <p>The Mean Green Mowers salesforce is located throughout North America and is comprised of three regional distributors, 150+/- local dealers, along with our dedicated inside and outside field sales force that will assist in handling Sourcewell members by our experienced team.</p> <p>See Mean Green Dealer Locator:<br/> <a href="https://www.meangreenproducts.com/dealers">https://www.meangreenproducts.com/dealers</a></p> <p>See Attachment 4 Mean Green Sales Territory Map 2024</p> <p>DR Power</p> <p>The DR Power salesforce is located throughout North America and is comprised of 1300+/- independent dealers, along with inside and outside dedicated sales force that will assist in handling Sourcewell members by our experienced team.</p> <p>See DR Power Dealer Locator:<br/> <a href="https://www.drpower.com/dealer-locator">https://www.drpower.com/dealer-locator</a></p> <p>Attachment 5 OPE Dealer Sales Map 2024</p> |
| <p>28</p> | <p>Service force.</p>   | <p>Generac Inside support<br/> Generac employs 24-hour inside trained technical service representatives' company-wide with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada.</p> <p>Generac Servicing Distributors and Dealer Network<br/> Combined Generac DR Power and Mean Green have nearly 10,000 trained dealer technicians across all marker channels.</p> <p>DR Power provides on-site and/or remote service through their 1300+/- dealer network. DR Power has regional parts distributors that also provide service and support by ensuring timely delivery of parts to local dealers. See Attachment 6 DR Power Parts Distributors</p> <p>Mean Green provides on-site and/or remote service through their 150+/- dealer network. Mean Green's parts are distributed by the OEM. Our team of skilled inside service technicians are available to assist dealers and service departments.</p>  |

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | <p>Generac's order process follows a typical business-to-business and government-to-business procedure. All DR Power and Mean Green products and purchased through the government sales team or the local dealer. We work with all our dealers/distributors to ensure Sourcewell members receive Sourcewell contract pricing.</p> <ul style="list-style-type: none"> <li>- Orders by Sourcewell members can be placed direct to the Generac designated account manager, or through a local dealer. All purchase orders must include. Sourcewell member ID #, Sourcewell contract #, a dealer account name. Local dealers can be found for DR power and Mean Green at the website links below.<br/> <a href="https://www.drpower.com/dealer-locator">https://www.drpower.com/dealer-locator</a><br/> <a href="https://www.meangreenproducts.com/dealers">https://www.meangreenproducts.com/dealers</a></li> <li>- The order will be entered in Generac's system and processed.</li> <li>- An order confirmation and estimated ship date will be provided back to the Sourcewell member.</li> <li>- The product(s) ordered will be shipped to the customer, dealer, or drop shipped as requested or indicated on the purchase order.</li> <li>- Generac will invoice the Sourcewell member direct for orders that are submitted direct to the Generac designated Account Manager. Distributor/dealer will invoice Sourcewell member direct for orders placed through them.</li> <li>- All Sourcewell orders will be coded in our internal system so that sales are tracked, reports generated, and a quarterly administrative fee can be calculated and paid to Sourcewell.</li> </ul> <p>Dealer process</p> <ul style="list-style-type: none"> <li>- Generac works directly with each distributor/dealer to understand the ordering process by providing dedicated support and guidance on pricing and sales reporting. We provide a Sourcewell Process Document for DR Power and Mean Green dealers/distributors.</li> </ul> <p>See Attachment 7 Sourcewell Process.</p> <p>Once an order has been received, each dealer is required to submit Sourcewell sales information back to Generac for reporting and in order to receive rebates.</p> <p>See Attachment 8 Sourcewell Contract OPE Dealer Program Form</p> | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Generac offers 24/7/365 customer support. 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.</p> <p>DR Power's internal customer support team is comprised of over 5 team members that field an average of 50 customer calls per day.</p> <p>Mean Green also has a dedicated customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services.</p>   | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities.   | <p>Generac and its dealer and distributor networks are dedicated to providing our offered products and services to Sourcewell member agencies in the United States. We will also position the contract with government agencies who are non Sourcewell members to increase membership. With our combined vast network of over 1,600+ independent dealers, and over 2,500+ trained dealer service technicians across all market channels, we are ready and able to serve all Sourcewell entities across North America.</p>  | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.   | <p>Generac and its dealer and distributor networks are dedicated to providing our offered products and services to Sourcewell member agencies in Canada. We have partnered with Canoe Procurement Group in Canada to make sure the process is seamless for the end users in Canada.</p>  | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.   | <p>Generac will offer all products, including the DR Power and Mean Green Mower brands, to all Sourcewell members in the United States and Canada.</p>   | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.  | <p>We will offer Sourcewell terms and conditions to all Sourcewell members and non members to grow membership when possible.</p>   | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | <p>Quotes and/or orders from offshore members located in Hawaii, Alaska and the U.S. Islands will need to be handled on a case-by-case basis and reviewed internally to be sure all aspects of the order are covered correctly. This includes but is not limited to standard user training and shipping (if applicable).</p>   | * |

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| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, Sourcewell terms and conditions will be offered to all Sourcewell members including nonprofits. | * |
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**Table 4: Marketing Plan (100 Points)**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 37        | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Marketing and promoting our Sourcewell contract will be a vital part of our overall marketing strategy. We will promote the opportunity to leverage the relationship that our distribution channels have with publicly funded entities and replace open public bid requirements with Sourcewell’s competitive bid cooperative contract option.</p> <p>Our strategy for promoting this contract opportunity includes:</p> <p><b>Social Media</b><br/>                     Established social media channels for both Generac Industrial Products and Mobile products, including Facebook and LinkedIn that will be utilized for promoting Sourcewell contract and “wins”.</p> <p><b>Mean Green</b><br/> <a href="https://www.facebook.com/meangreenmowers">https://www.facebook.com/meangreenmowers</a><br/> <a href="https://www.linkedin.com/company/mean-green-mowers/">https://www.linkedin.com/company/mean-green-mowers/</a><br/> <a href="https://www.instagram.com/meangreenmowers/">https://www.instagram.com/meangreenmowers/</a><br/> <a href="https://www.youtube.com/@MeanGreenMowers">https://www.youtube.com/@MeanGreenMowers</a></p> <p><b>DR Power</b><br/> <a href="https://www.facebook.com/drpowerequip">https://www.facebook.com/drpowerequip</a><br/> <a href="https://www.linkedin.com/company/dr-power-equipment/">https://www.linkedin.com/company/dr-power-equipment/</a><br/> <a href="https://www.instagram.com/drpowerequip/reels/">https://www.instagram.com/drpowerequip/reels/</a><br/> <a href="https://www.youtube.com/@DRPowerEquipment">https://www.youtube.com/@DRPowerEquipment</a></p> <p><b>Print/Digital Media</b><br/>                     Annual Media Plan will be negotiated following approved agreement.</p> <p><b>American Public Works Association</b><br/>                     Golfdom<br/>                     Green Building &amp; Design<br/>                     Green Energy Times<br/>                     Green Industry Pros<br/>                     Irrigation &amp; Lighting<br/>                     Landscape Architect<br/>                     Landscape Contractor<br/>                     Landscape Management<br/>                     Landscape Trades<br/>                     Lawn &amp; Landscape<br/>                     Outdoor Power Equipment<br/>                     Parks &amp; Recreation Magazine<br/>                     Power Equipment Trade<br/>                     PUPN Magazine<br/>                     Recreation Management<br/>                     The Municipal Magazine<br/>                     Turf Magazine<br/>                     The Edge (NALP)<br/>                     Rural Lifestyle Dealer</p> <p><b>Newsletter</b><br/>                     Additionally, we develop and create newsletters, fliers and programs that will be distributed to our sales force and dealer/distribution to share with SLED customers.</p> <p>Distribution mix consists of consumers (contractors, facility managers, utility and government), dealers, and distributors.</p> <p><b>Direct Marketing</b><br/>                     Integrated Marketing campaign capabilities for targeted lead generation.</p> <p>Campaigns to target Sourcewell perspective members<br/>                     Print<br/>                     Digital<br/>                     E-Blasts to Sourcewell current and prospective members</p> <p><b>Content Marketing</b><br/>                     Tools to capture qualified leads<br/>                     White papers<br/>                     Case Studies</p> |

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|    |   | <p>Calculators (Genset Sizing Software)</p> <p>Marketing Materials<br/>                 See Attachment 9 Sample Print Ad<br/>                 See attachment 14 and 15<br/>                 Generac has developed a dedicated Sourcewell landing page;<br/> <a href="https://www.generac.com/business/industry-solutions/government-military/co-op-purchasing-sourcewell/">https://www.generac.com/business/industry-solutions/government-military/co-op-purchasing-sourcewell/</a></p> <p>DR Power's annual Spring Stock Order Program includes information for dealers to utilize Sourcewell for their customers. See Attachment 10 DR Power SSO Program</p> <p>Mean Green's Annual Dealer Program includes Sourcewell assets for dealers and distributors to utilize for their customers. See Attachment 11 Mean Green Dealer Program</p> <p>As a Sourcewell Contract Holder, we proudly display the Sourcewell banner flag at all of our trade show events, see Attachment 12 Trade Show Presence</p> |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Generac utilizes many technology platforms to track comprehensive data as it relates to customer communication.</p> <p>Salesforce is our primary CRM system. This allows us to track all customer interactions and provide leads to our dealer network.</p> <p>DR Power and Mean Green utilizes specific geofencing technology to target specific areas to drive traffic where we have dealer locations.</p> <p>Additionally, we maintain a variety of social media platforms in order to speak to a diverse customer base.</p>  |

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| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?        | <p>We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members, to 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.</p> <p>Once a Sourcewell contract is awarded, Generac will roll out a formal sales training program, in conjunction with training materials provided by Sourcewell, outlining our processes and procedures on how to promote and interact with the Sourcewell contract. This training opportunity will be provided to our internal and external sales force via any of the following sales communication strategies. All sales and marketing programs and/or plans are subject to change based on contract award date and current operating budgets.</p> <ul style="list-style-type: none"> <li>i. Development of a Sourcewell Playbook to support the Sourcewell sales process</li> <li>ii. Target markets:             <ul style="list-style-type: none"> <li>Target market messaging</li> <li>Identifying eligible prospects for Sourcewell membership</li> <li>Educating prospects on value of Sourcewell membership</li> </ul> </li> <li>iii. Territory strategy:             <ul style="list-style-type: none"> <li>Establishing competitive advantage by creating a network of Sourcewell members on the front side of business prior to a purchase and concentrate efforts on low hanging fruit first.</li> <li>Maximizing activity in sales territory</li> <li>Establishment of targeted accounts</li> </ul> </li> <li>iv. Account strategy:             <ul style="list-style-type: none"> <li>How to sell to Sourcewell accounts</li> <li>Cross-reference Sourcewell membership list with current and future sales opportunities</li> <li>Publicly funded</li> <li>Sourcewell member</li> <li>Process Map</li> <li>Sales process</li> </ul> </li> <li>v. Opportunity strategy:             <ul style="list-style-type: none"> <li>How to win leveraging Sourcewell contracts, on-site classroom training at our annual dealer conference - January</li> <li>On-going documented annual sales team training</li> <li>Train the trainer course for our Regional Sales Managers (RSMs) so they can also train at the distributor/dealer level</li> <li>Designated contract administrator/manager available via email and/or telephone to answer questions and/or address any issues</li> <li>Designated full-time outside Governmental Sales Rep/Sourcewell Point of Contact</li> <li>Designated Inside Sales Representative to assist Government Sales Rep</li> </ul> </li> </ul> |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>We utilize e-procurement with our GSA contracts through the GSA e-buy portal. Our distributors and National Accounts can order using our e-procurement portal. However, for Sourcewell Members, many of our product offerings include various options or accessories and uploading and maintaining pricing in an e-procurement system would be very time consuming.</p>   |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 41        | 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 can provide product, maintenance, and operator training to owners of any of our equipment. All training will be performed by factory trained employees or dealer/distributor network personnel. Many dealers offer free onsite training and allow for product demos so the end user is well versed with the equipment before a purchase is made.</p> <p>Generac can also provide application specific training to Sourcewell Members on any of our products. If fees apply for custom training needs, Generac will review the type of training and base pricing on content required, documentation requested, and the location of the training on a case-by-case basis.</p> |

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| 42 | Describe any technological advances that your proposed Solutions offer.   | <p>Mean Green battery technology has positioned our products as the longest lasting run-time mower in the commercial EV market. Mean Green mowers lead the market with innovative design and cutting edge manufacturing of commercial battery-powered lawn mower market by producing products that exceed rigorous standards of commercial lawn care with extended battery-charge times, low emissions and low- maintenance.</p> <p>DR Power utilizes the technology Mean Green developed to manufacture additional EV grounds maintenance product options.</p> <p>Advanced telematics 3rd party offerings can be applied to our equipment that allow real time tracking and use of equipment. This allows for additional data points that help with maintenance and overall operational efficiency.</p>   |
| 43 | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.  | <p>Mean Green Mowers lead the commercial electric mower industry through their innovative design and manufacturing technology. We utilize cutting -edge technology to provide zero emissions, (one Mean Green mower is like taking 140 cars off the road per year), zero gas, 90% efficient and charge overnight, saving time and money at the pump, low maintenance, and low noise.</p> <p>As an company, we take green initiatives seriously. We are working on sustainability projects in waste reduction and recycling, as well as working a global sustainability project keeping us in line with green initiatives internationally. All U.S. facilities are required to recycle cardboard, metal , aluminum, wood, plastic, and paper. Many of our facilities have converted over to LED lighting. Our Corporate Environmental Management System is ISO 14001 compliant. Generac will continue to incorporate green initiatives into our everyday operations and products as appropriate from a business and environment standpoint.</p> <p>Additional Generac "green" initiatives are included in our 2023 ESG Report – Environmental, Social &amp; Governance.</p> <p>Please see Attachment 13 ESG Report.</p> |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Environmental Impact</p> <p>Generac promotes environmental stewardship by implementing sustainable operations and providing cleaner, more efficient power solutions. We seek opportunities to minimize our environmental impact by focusing on reducing water and energy usage, waste generation and air emissions.</p> <p>When planning our new manufacturing facility in Beaver Dam, Wisconsin, considering factors like resource efficiency, waste management and regulatory compliance helped minimize our environmental footprint by reducing transportation needs and implementing energy and resource management systems.</p> <p>We reduce the environmental impact from our products by enhancing their efficiency and strive to reduce the impact from our suppliers by encouraging them to identify and implement environmental improvements.</p>   |

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| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>  | <p>Generac's focus and primary goal as a manufacturer is to provide clean and sustainable energy solutions with broad capabilities across the SLED markets. We believe that our engineering capabilities across the SLED markets provide manufacturing flexibility and enables us to maintain a first mover advantage over our competition for product innovation.</p> <p>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.</p> <p>DR Power Equipment and Mean Green Mowers leverages the global resources of our parent company, Generac Power Systems, to design, develop, manufacture, distribute and sell the highest quality, most reliable products on the market. We leverage a global network of dealers and trained service people to support our products throughout the United States and Canada. Our highly trained, professional sales and service personnel provide comprehensive chore products and innovative energy efficient mowing solutions to help customers select, purchase and maintain our products for years of reliable service.</p> <p>You can depend on Generac Power Systems, DR Power Equipment and Mean Green Mowers for the latest technologies and designs to meet your ground maintenance, outdoor chore and landscape power equipment needs and expectations.</p> <p>DR Power Equipment is a recognized leader in the outdoor power products, we have unparalleled knowledge and solutions to offer our customers. We listen to the needs of our customers, and our expert staff of engineers and designers develop innovative solutions to meet and exceed expectations. With over 35 years of experience in designing, manufacturing, and servicing outdoor chore power products solutions, we don't rest on our past success. We continue to look forward, to provide our customers with reliable and durable equipment designed to enhance safety, productivity and efficiency with low total cost of ownership.</p> |
| 46 | <p>Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.</p>   | <p>Our equipment is designed to exceed all industry safety standards and provides features such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights.</p> <p>Please see Attachment 14 Mean Green Product Brochure<br/>Attachment 15 DR Power Dealer Catalog</p>  |
| 47 | <p>Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.</p>  | <p>Our equipment is designed and manufactured with the user in mind. We incorporate many ergonomic features and user-friendly options.</p> <p>Please see Attachment 14 Mean Green Product Brochure<br/>Attachment 15 DR Power Dealer Catalog</p>  |
| 48 | <p>Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.</p> | <p>Our equipment is engineered and manufactured to exceed low-emission standards and implement smart-technology features.</p> <p>Please see Attachment 14 Mean Green Product Brochure<br/>Attachment 15 DR Power Dealer Catalog</p>   |
| 49 | <p>Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)</p>  | <p>Generac Servicing Distributors and Dealer Network</p> <p>DR Power provides on-site and/or remote service through their 1300+/- dealer network.</p> <p>DR Power has regional parts distributors that also provide service and support by ensuring timely delivery of parts to local dealers. See Attachment 6 – DR Power Parts Distributors</p> <p>Mean Green provides on-site and/or remote service through their 150+/- dealer network. Mean Green's parts are distributed by the OEM. Our team of skilled inside service technicians are available to assist dealers and service departments.</p> <p>All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period.</p>   |

**Table 5B: Value-Added Attributes**

| Line Item | Question  | Certification                                   | Offered  | Comment  |
|-----------|---|---|--|--|
| 50        | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. |   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Generac Power Systems, Inc., and by association its subsidiaries, are classified as large businesses. However, many of our distributors and dealers within North America are classified as small businesses, while some are further classified and/or certified as Small Disadvantaged Businesses. Examples include, but are not limited to: Kelly Generators, small business; The Krydon Group, HUBZone small business; ARCCO, small business; Aviate Enterprises, service-disabled veteran-owned small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business.<br><br>Documentation and listing of dealerships are currently not available. |
| 51        |   | Minority Business Enterprise (MBE)              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Documentation not available at this time.  |
| 52        |   | Women Business Enterprise (WBE)                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Documentation not available at this time.  |
| 53        |   | Disabled-Owned Business Enterprise (DOBE)       | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | None   |
| 54        |   | Veteran-Owned Business Enterprise (VBE)         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Documentation not available at this time.  |
| 55        |   | Service-Disabled Veteran-Owned Business (SDVOB) | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Documentation not available at this time.  |
| 56        |   | Small Business Enterprise (SBE)                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Documentation not available at this time.  |
| 57        |   | Small Disadvantaged Business (SDB)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | None   |
| 58        |   | Women-Owned Small Business (WOSB)               | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Documentation not available at this time.  |

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 59        | Describe your payment terms and accepted payment methods.   | Standard terms are net 30-days. We accept all legal forms of US currency, not limited to cash or check, will accept P-cards and major credit cards.   |
| 60        | Describe any leasing or financing options available for use by educational or governmental entities.  | Yes, Generac offers several financing options available through:<br><br>Wells Fargo<br>NCL Governmental Capital<br>Western Equipment Financing<br>Sheffield Finance<br>Synchrony<br><br>See Attachment 16 Financing Disclosures |
| 61        | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Each dealer or distributor will have their own terms and conditions compliant with local legislation that coincide with the terms and conditions of the Sourcwell contract.   |
| 62        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?   | Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcwell Members for using this process.   |

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| 63 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | 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.   | * |
| 64 | 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 10% - 35% off MSRP depending on product line.  | * |
| 65 | 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.   | * |
| 66 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.   | Any "sourced" or "open market" item would be either quoted as a pass through price or cost +%. Dealers can mark up the product as much as 10% to cover cost incurred to procure the additional product.  | * |
| 67 | 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 includes Pre-Delivery Inspection (PDI), training, and freight charges.   | * |
| 68 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | <p>Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer suddenly runs into unforeseen site problems where they may have to delay delivery of the unit.</p> <p>Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcewell member. Generac does not profit from freight charges.</p> | * |
| 69 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | For shipments to Alaska, Hawaii, Canada, or any other offshore location, or for any product that does not use common carrier transportation modes, an order specific freight quotation will need to be provided at time of quotation. An additional freight fee will also be imposed for any shipment to connected islands or shipments that require ferry transportation.   | * |
| 70 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Generac provides a standard distribution delivery method.  | * |
| 71 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.   | <p>Generac and its dealer and distributor network take compliance and reporting very seriously.</p> <p>Each dealer must agree to opt-in to the Sourcewell program and agree to provide detailed summary of each sale using the online Sourcewell Submission form.</p> <p>To ensure compliance, dealers will not be awarded a rebate until these forms are submitted.</p> <p><a href="https://www.drpower.com/pages/content/company/credit-form">https://www.drpower.com/pages/content/company/credit-form</a></p> <p><a href="https://www.meangreenproducts.com/sourcewell-form">https://www.meangreenproducts.com/sourcewell-form</a></p>   | * |

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| 72 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.  | <p>Generac has dedicated operations managers that track Key Performance Indicators (KPI's) through our internal systems to ensure compliance and growth of the Sourcewell program.</p> <p>These KPI's include but may not be limited to:</p> <ul style="list-style-type: none"> <li>- total dollars being quoted</li> <li>- total quotes being generated</li> <li>- calculating the win rate on quotes generated</li> <li>- calculating the total dollars ordered</li> <li>- service quality</li> <li>- warranty work</li> <li>- dealer rebates</li> </ul> <p>These KPI's will ensure accurate reporting back to Sourcewell on a quarterly basis.</p> | * |
| 73 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | Generac proposes a 1.5% administrative fee for facilitating, managing, and promoting the Sourcewell Contract. This fee will be calculated as a percentage of the sale made on contract. We will not pass this cost on to the Sourcewell member.   | * |

**Table 7: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *   | Comments  |
|-----------|--|---|
| 74        | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | <p>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.</p> <p>Pricing is better than typically offered to GPOs, cooperative procurement organizations, or state purchasing departments.</p> <p>Please refer to our attached product pricing sheets. (Attachment P)</p> |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 75        | Provide a detailed description of all the Solutions offered, including used, offered in the proposal.                                    | DR POWEREQUIPMENT<br>Field & Brush Mowers<br>(Walk-Behind & Tow Behind)<br>Ride-On ZTR Electric Mowers<br>Trimmer Mowers<br>(Walk-Behind & Tow Behind)<br>Rototillers<br>(Walk-Behind & Tow Behind)<br>Edgers<br>Chippers & Chipper Shredders<br>Leaf & Lawn Vacs and Leaf Blowers<br>(Walk-Behind & Tow Behind)<br>Stump Grinders<br>Power Graders<br>Power Wagons<br>Wood Splitters<br>Implements<br>Wide-Area Mowers (30" Wide)<br>Snow Blowers<br>All applicable Attachments and Accessories<br><br>MEAN GREEN ELECTRIC MOWERS<br>Commercial Electric Lawn Mowers<br>Ride-On ZTR Electric Mowers<br>Stand-on ZTR Electric Mowers |
| 76        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Mean Green and DR Power offer an extensive list of accessories which is included in the attached price sheets (Attachment P).  |

**Table 8B: Depth and Breadth of Offered Solutions**

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

| Line Item | Category or Type  | Offered *  | Comments                                  |
|-----------|---|--|---|
| 77        | Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | See Table 8A and 8B for product listings. |
| 78        | Irrigation and aeration equipment, systems, parts, and installation   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | These are not products we manufacture.    |
| 79        | Beach and waterfront maintenance equipment and accessories  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | These are not products we manufacture.    |

**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 P - 2025 Mean Green & DR Power Sourcewell Price Lists Final.xlsx - Monday November 25, 2024 19:54:58
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday November 25, 2024 21:20:29
  - [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Tuesday November 26, 2024 07:16:18
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - [Requested Exceptions](#) - Exceptions to Sourcewell RFP 112624.docx - Monday November 25, 2024 21:44:08
  - [Upload Additional Document](#) - Cover Letter, Ability to sell, Value Add, and Financing disclosure.zip - Tuesday November 26, 2024 07:15:57

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

| File Name  | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| <b>Addendum 6 Grounds Maintenance Eqpt RFP</b><br>Tue November 12 2024 03:29 PM                              | <input checked="" type="checkbox"/>                                | 1     |
| <b>RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link</b><br>Mon November 11 2024 08:17 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 5 Grounds Maintenance Eqpt RFP</b><br>Fri November 8 2024 10:31 AM                               | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum 4 Grounds Maintenance Eqpt RFP</b><br>Mon November 4 2024 04:03 PM                               | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum 3 Grounds Maintenance Eqpt RFP</b><br>Mon October 28 2024 03:53 PM                               | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum 2 Grounds Maintenance Eqpt RFP</b><br>Wed October 16 2024 08:40 AM                               | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum 1 Grounds Maintenance Eqpt RFP</b><br>Wed October 9 2024 07:54 AM                                | <input checked="" type="checkbox"/>                                | 2     |