

**Solicitation Number: RFP #122220****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Polaris Sales Inc., 2100 Hwy 55, Medina, MN 55340 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

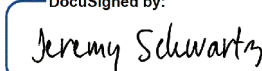
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION

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

Sourcewell

Polaris Sales Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

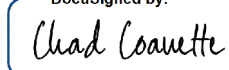
Date: 1/25/2021 | 11:39 AM CST

DocuSigned by:

By: 51B59D3D3F0443C...
Jed Leonard
Title: Vice President-Polaris Government &
Defense

Date: 1/25/2021 | 4:30 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 1/25/2021 | 4:38 PM CST

RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

Vendor Details

Company Name: Polaris Sales Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 2100 Hwy 55
Medina, MN 55340

Contact: Michael Conrad

Email: mike.conrad@polaris.com

Phone: 763-417-8608

HST#: 41-1921490

Submission Details

Created On: Monday November 09, 2020 09:39:44

Submitted On: Tuesday December 22, 2020 11:05:14

Submitted By: Michael Conrad

Email: mike.conrad@polaris.com

Transaction #: 17419f34-8e0b-4c23-99f1-a6818b809b34

Submitter's IP Address: 24.118.131.61

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Polaris Sales Inc.	*
2	Proposer Address:	2100 Hwy 55 Medina, MN 55340	*
3	Proposer website address:	www.polaris.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jed Leonard Vice President-Polaris Government & Defense 2100 Hwy 55, Medina, MN 55340 jed.leonard@polaris.com 763-847-8239	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Conrad Manager, Programs & Contracts 2100 Hwy 55, Medina, MN 55340 mike.conrad@polaris.com 763-417-8608	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Stegemann Director, Commercial Sales 2100 Hwy 55, Medina, MN 55340 aaron.stegemann@polaris.com 763-847-8449	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since our founding in 1954, we've been making high-quality, breakthrough products and broadening the view of powersports—whether it's launching the snowmobile industry, reinventing ATV and Off Road Vehicle categories year after year, developing the first purpose-built military vehicles, introducing a radical 3-wheel moto-roadster, or getting people to explore the outdoors by providing a network of ride and drive adventures. From our entrepreneurial roots as a mechanical shop, we've grown into a global leader with more than 30 brands and multiple services responsible for the company's growth into a major influencer on powersports and beyond. And in recent years, we've thoughtfully expanded our product, accessory and service portfolio beyond powersports with industrial, commercial, government and military customers based on customer feedback and broadening applications for its electric, gas and diesel-powered vehicles. We support and serve our employees, customers and the communities in which we work, live and ride through a commitment to quality and safety and environmental stewardship. Under our guiding principle of Best People, Best Team we are committed to helping our employees unleash their full potential and develop their skills to thrive in a customer-centric environment. We lead a business that is driven by innovation and Polaris continues to Think Outside by offering a diverse portfolio of best-in-class brands which reflect who we are as well as our pioneering approach to always improve how our customers work and play outdoors. Our vision is to fuel the passion of riders, workers and outdoors enthusiasts around the world by delivering innovative, high-quality vehicles, products, services and experiences that enrich their lives. Our Guiding Principles are - Best people, best team - Safety and ethics always - Customer Loyalty	*
8	What are your company's expectations in the event of an award?	Just as our company vision statement says, Polaris will fuel the passion of riders, workers and outdoor enthusiasts around the world by delivering innovative, high quality vehicles, products and services and experiences that enrich their lives. In the event of an award, Polaris is committed to continuing to provide specific application solutions for every Sourcewell member. Put simply, we will provide the appropriate vehicle for the specific desired solution of the Sourcewell member and continue to honor our ability to sell through this contract while engaging our dealer network to promote this contract during their sales process. In addition, we will continue to promote the Sourcewell contract on our website, through marketing materials, and at trade shows. These efforts will enable us to achieve our goal of increasing sales through the Sourcewell contract by 10-15% annually.	*
9	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.	Polaris Inc. is a Fortune 500 company which trades on the New York Stock Exchange under the symbol PII. In the most recently completed fiscal year 2019, Polaris had revenues of \$6.7B with a gross profit of \$1.6B and a net profit of \$324M. Earnings per share were \$5.20. A copy of the 2019 Annual Report has been uploaded to provide further details.	*
10	What is your US market share for the solutions that you are proposing?	Polaris's US market share for the various categories are as follows: Low Speed Vehicles (GEM) = 35% Burden Carriers (Taylor-Dunn) = 30% ATV (Sportsman) = 33% Side by Side (Ranger) = 52% Side by Side (General) = 39% Side by Side (RZR) = 51% Snowmobiles = 42%	*
11	What is your Canadian market share for the solutions that you are proposing?	Polaris's Canadian market share for the various categories are as follows: Low Speed Vehicles (GEM) = 35% Burden Carriers (Taylor-Dunn) = 43% ATV (Sportsman) = 23% Side by Side (Ranger) = 38% Side by Side (General) = 22% Side by Side (RZR) = 44% Snowmobiles = 26%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Polaris Inc. has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Polaris is an Original Equipment Manufacturer (OEM). Our dealer/distributor network is independent. Polaris provides vehicle set-up and pre-delivery inspection at dedicated US-based up-fit facilities or through our dealer network. Service, support and warranty of vehicles after delivery can be accomplished through one of our over 1,600 independent dealers located through North America. The location of a nearest Dealer can be determined through the following weblink: http://www.polaris.com/en-us/vehicles/FindADealer/Pages/FindDealer.aspx • There are roughly 1400 Polaris dealers who carry the RANGER side-by-side utility vehicle product line • 207 Polaris dealers carry the GEM low-speed vehicle product line • 239 dealers carry the Taylor-Dunn product line. • 585 dealers carry the snowmobile product line.
14	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.	Polaris Sales Inc. and/or its dealer network have all the necessary licenses and certifications to conduct business in all 50 states. Authorized dealers sign a Polaris dealer agreement annually, which outlines specific dealer requirements and policies. GEM dealers are licensed motor vehicle dealers in their respective states and can support the title and license requirements associated with selling GEM, an on-road vehicle.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Polaris has neither been suspended nor debarred in the last ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Polaris is focused on making it great for our customers through employing strong teams that's value the Polaris culture and that is shown in our award for being a recognized employer of choice. Polaris was named to the Fortune 500 list in 2018: https://www.polaris.com/en-us/news/company/polaris-named-to-fortune-500-list/ this was a tremendous honor and a testament to the integrity and passion employees bring. Provided below is summary of recent awards that Polaris has received: Named to Forbes 2018 Best Large Employer List This ranking was based on the anonymous, independent responses of more than 30,000 full- and part-time U.S. employees. The questions focused on how likely a respondent would be to recommend an employer to a family member or friend. College Planning & Management's 2018 New Product Award. GEM vehicle application packages won the College Planning & Management 2018 New Product Award in the category of "Outdoor Environment, Vehicles," and cited for their usability and distinctive features. The award honors the top product development achievements of manufacturers and suppliers of products that enhance the learning environment Supertrax Media Real World Sled of the Year The Polaris 2018 800 Switchback XCR won this award for 2018 from Supertrax Media, which produces one of North America's most watched and longest-running snowmobile TV series. The award is evaluated across 18 categories and is the only snowmobile award given after a full season of riding. Supertrax Media praised the XCR for its "inimitable handling prowess and high-speed ditch-banging demeanor." The sled's brake and shock performance, along with its control and stability features, were also called out as highlights. AWDA Best Digital and UX Design Three Polaris websites – the Indian Motorcycle homepage, Slingshot homepage and Polaris ORV model landing page – received this award among 1,500 entries during the 2018 American Web Design Awards (AWDA). Winners were chosen based on how each website attracted audiences, generated new engagements and enhanced users' online communications experiences. FORTUNE 500 LIST In 2019, we were honored to be named to the Fortune 500 list for the second year in a row. We moved up 20 spots from our 2018 position of 496 to 476. Recognizing the talent, passion and commitment to excellence of our entire team, we couldn't be prouder. This ranking truly represents the countless hours

		our employees spend to drive our industries and products forward. Check out the full listing at: fortune.com/fortune500/2019/polaris-industries INSTITUTIONAL INVESTOR In November of 2019, Polaris was recognized with a top-three, published position in Institutional Investor's 2020 All-American Executive Team rankings. Portfolio managers and sell-side analytics vote for companies across performance attributes including accessibility to senior executives, investor relations being well informed and empowered, timely and appropriate financial disclosure, quick and thorough responses to requests, availability of corporate documents and execution on the strategy. In our category of consumer leisure, we had the Best Investor Relations Program, Best in ESG/SRI metrics and Best in Corporate Governance. We also tied for the Best Analyst Days. NEWSWEEK'S 2020 LIST OF AMERICA'S MOST RESPONSIBLE COMPANIES Polaris was included on Newsweek's inaugural list of America's Most Responsible Companies, which recognizes companies for their corporate social responsibility efforts. Partnering with Statista, Newsweek selected 300 companies from an initial pool of 2,000 that received the highest scores based on analysis of publicly available key performance indicators and an independent survey on three areas: environmental, social and corporate governance. We are honored to have been recognized for the work and amongst other responsible companies. Check out the full listing at: https://www.newsweek.com/americas-most-responsible-companies-2020 We were also recently awarded 2021 America's Most Responsible Company by Newsweek for the second year in a row. Rental Magazine awarded the Polaris® PRO XD™ utility vehicle with an Editor's Choice Award in 2019. PRO XD was chosen for several factors, including innovation and utility for the rental market. The Pro XD was recognized in Construction Equipment's Top 100 New Products of 2019, the longest-running awards program of its kind in the industry. Construction Equipment magazine is a trusted source for equipment professionals to gain new ideas and industry insights. The publication's editors choose winning innovations based on four criteria: a top product is an advancement in technology, a new product line, offers significant improvements to existing products, or increases competition in its field. Snow Goer magazine announces Polaris 650 Indy VR1 as Snowmobile of the year for 2021 Taylor-Dunn is a long standing member of MHEDA (Material Handling Equipment Distributors Association), and received an Achievement Award from Jasper Engineers & Transmission.	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. North American sales to these entities are handled inside of the Global Adjacent Markets division of which Polaris Government & Defense and Polaris Commercial (includes GEM and Taylor-Dunn) business segments report. Global Adjacent Markets represented 7% or \$461 million of the 2019 total Polaris sales. Nearly 100% of Polaris Government & Defense sales are in the government and educational sector. Whereas, it represents roughly 50% of the Commercial segment sales. In aggregate, sales to the government sector represent 15-20% of sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. In aggregate, sales to the education sector represent 10-12% of total sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	In addition to the cooperative purchasing agreement that Polaris has with Sourcewell, Polaris maintains State contracts in CA and TX with three years sales in excess of \$3M as well as several National Master Standing Offers with Public Works and Government Services Canada, which have three sales just less than \$10M.	*
20	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?	GSA Schedule 78 Contract # GS-07F-0398M – Three year sales volume >\$34M GSA Schedule 23V Contract # GS-30F-0017W – Three year sales volume > \$4M DLA HEPP SPE8EC-18-D-0016 - Three year sales >\$16M DLA Land & Maritime SPE7LX-18-D-0044 - Three years sales >\$3M	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Firehouse Subs Public Safety Foundation	Mary Pat Wallmeyer - Procurement Specialist	904-886-8300 ext 264	*
Nebraska State Government	Jolene Kumpala - Buyer Jolene.kumpala@nebraska.gov	402-471-5400	*
Bristol Police Department	Roman Wozny rwozny@bristolri.gov	401-641-2767	*
UC San Diego	Greg Nishihira - Assistant Facilities Director	858-822-4443	
University of Texas, Austin	Mark Kaligian, Assistant Director of Fleet & Transportation	512-475-6522	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
General Services Administration	Government	Texas - TX	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers.	The average sales transaction is roughly \$15K.	Three sales volume for GSA sales are in excess of \$34M.	*
United States Special Operations Command	Government	Florida - FL	Lightweight Tactical All-Terrain Vehicles (LTATV)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	*
Defense Logistics Agency - Heavy Equipment Procurement Program	Government	Pennsylvania - PA	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers sales to the Department of Defense	Average sales transactions are roughly \$18.5K	Three year sales volumes for the DLA HEPP contract are over \$15M.	*
Defense Logistics Agency Land & Maritime	Government	Ohio - OH	Sale of spare parts to support DoD sustainment of Polaris vehicles.	The average transaction is under \$500.00	Three sales volumes for the DLA Land & Maritime contract are over \$5M	*
United States Custom & Border Protection (CBP)	Government	Texas - TX	Off-Road Vehicles and Snowmobiles to support CBP operations in austere environments.	Average sales transactions are approximately \$30K	Three year sales volume for CBP is roughly \$5M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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23	Sales force.	Polaris understands that the growing Sourcewell member base needs a partner that can support the varied membership expectations. The ideal partner should offer national coverage and utilize a dealer network to support local buying and aftersales support. At Polaris, we leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1370 US/Canada dealer locations • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions. Sourcewell members benefit from our vast dealer network combined with our commercial sales force and inside sales resources to ensure they receive specific solutions for the varied tasks where vehicles are needed.	*
24	Dealer network or other distribution methods.	We leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1,370 US/Canada dealer locations, • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations, The dealer network has access to the Sourcewell quoting tools to ensure accurate and clear pricing for Sourcewell members. Dealers are supported by a combination of regionally based account managers as wells as internal sales and customer experience team members who can support quote, pricing and overall transactional process questions. There are some situations where transactions occur directly between Polaris and the Sourcewell member, and in those cases, the quotes are provided directly by the internal sales and customer experience team. The Sourcewell/NJPA Dealer Guide is attached for reference	*
25	Service force.	The ideal partner will offer localized service coverage to meet the high standards of responsiveness expected by Sourcewell members. To meet these expectations, Polaris leverages the vast dealer network throughout the US and Canada to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to received Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after-the-sale customer experience. MSD Certified technicians, who complete Bronze, Silver, or Gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first time keeping customer vehicles in operation. Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized. • 15 Technical Service Representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles and Snowmobiles • 4 Technical Service Representatives who support GEM Low Speed Vehicles, Taylor-Dunn vehicles and Pro XD Utility Vehicles In addition to Polaris's extensive North American dealer network, Polaris Government & Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training Manager. The team consists of ten (10) FSRs geographically dispersed in five (5) states with service trucks, tools, test equipment and spare parts. Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.	*

26	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.	We believe better trained technicians create better dealer experiences, more satisfied customers and more profitable dealers. As such, Polaris has created program benefits to the MSD certification program. As part of the Silver certification benefits, dealers can view and contribute to the MSD community technical forum – improving their efficiency interacting directly with Polaris factory support teams and other dealer technicians. And, to reward and improve efficiency even further, we've added enrollment into our Self-Authorization Warranty program as a benefit of maintaining MSD Gold status. Other incentives for dealers who complete MSD certification include MSD billing discounted rates and parts allowance credits. Dealers who fail to maintain their certifications will lose their MSD benefits and be charged a monthly surcharge. The combined dealer benefits are all focused on ensuring a strong customer experience with minimal vehicle downtime. Polaris also realizes that supporting our dealers with factory-trained and available technical support representatives is critical to ensuring a strong customer experience. Internal metrics that are tracked, monitored and reviewed on a regular basis include response time, response quality and time to resolution. Tracking these metrics ensures that Polaris is properly supporting dealer partners and are critical to our overall customer service.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Polaris is fully capable and willing to provide our products to Sourcewell customers in the United States. As outlined in question 23 above, Polaris leverages a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line: • Off-Road Vehicles: 1,370 US/Canada dealer locations. • GEM Low Speed Vehicles: 207 combined US and Canada dealer locations • Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations • Pro XD Utility Vehicles: 102 combined US and Canada dealer locations • Snowmobiles: 585 US/Canada dealer locations. To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire & rescue applications (fire prevention, fire response, search & rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales & customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Polaris is pleased to offer a variety of UTVs, ATVs and Snowmobiles that we currently offer under a Canadian Public Works National Master Standing Offer. Sourcewell pricing in Canada will match that pricing. These orders are fulfilled through our existing network of 197 Canadian dealers. Additionally, we are able to offer our GEM and Taylor-Dunn product line through our existing dealer network through the Sourcewell contract.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Polaris will sell into all geographic locations within the United States. Additional transportation charges are applicable to orders going to Alaska and Hawaii. For customers in Canada, vehicles and equipment can be provided to customers located within 150km of the following city centers: St-John's, NL Halifax, NS Moncton, NB Québec, QC Montréal, Qc Ottawa, On Kingston, ON Sudbury, On North Bay, On Toronto, On London, On Winnipeg, MB Regina, Sk Saskatoon, Sk Prince Albert, Sk Calgary, Ab Edmonton, Ab Kelowna, BC Vancouver, BC Victoria, BC Creston, BC Terrace, BC Prince George, BC Whitehorse, YT Hay River, NT Yellowknife, NT Additional shipping charges may apply for locales outside of these areas. Pricing will be provided at time of quote.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Polaris will sell to any Sourcwell participating sector. We have no restrictions other than limitations to farther reaches of some remote Canadian providences as outlined in question 29 above.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges would be applicable for orders being delivered to Alaska, Hawaii and other US Territories. These prices will be provided to the Sourcwell member at time of quote.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing team is very familiar with the Sourcewell brand and is ready to represent that brand well in our marketing efforts. Polaris as a corporation has significant resources invested into promoting off-road vehicles, low-speed vehicles, and snowmobiles at a national level. In addition to that broad product awareness, Polaris will also be reaching potential Sourcewell contract users via several targeted means: - Trade shows – state and local government level events (i.e. local and national Chiefs of Police Shows, FDIC, Municipality Expo, etc.) - Demos/visits- when possible invite customers to visit our facilities in Wyoming, MN for vehicle familiarization/training events, we have also created virtual options for facility tours and vehicle trainings. - Print and digital advertising – investing in advertisements in government publications and putting a focused effort on PR and outreach to state and local government audiences. - Invested in sponsorship of Grant Assistance Program https://military.polaris.com/en-us/news/polaris-launches-free-grant-assistance-program/ which provides government customers with a grant expert and access to a database of funds to secure funding needed to purchase vehicles. - Direct mail and direct e-mail - utilizing growing government customer database - Social media – Added to our dedicated government and commercial pages to now have presence on LinkedIn, Facebook, Twitter, Instagram and plans to continue expanding, including a regular cadence of government facing posts and followers (50K+ and growing) - Sourcewell integration into various government and commercial marketing collateral and on website: https://military.polaris.com/en-us/how-to-buy/ • Website – www.polaris.com, and we have made significant updates and advances to the government & defense and commercial websites for online government and education shoppers, including launching a 3D build tool so customers can visualize vehicle selections along with being more self-sufficient while researching products online. • We will also add contract information to the Taylor-Dunn website to promote Sourcewell to their audience as well. • We also provide sales enablement/training for sales and BD teams A sample of the product data sheets are attached.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Polaris has dedicated significant enterprise resources into developing a world-class CRM system to reach customers with targeted messaging dependent on purchase history, interest level (grading), organization type, and many other key variables. We launched this tool with the Government, Defense and Commercial teams in 2018 and have been focusing on building a repository of data to allow us to improve marketing and sales experience. We use this data to form communications to specific customers and their needs to increase communication relevance and effectiveness. In addition to the foundation of this CRM system, Polaris is actively funneling more customer information into this database via social media, quote history, website sign-up, trade show lead capture, and more. We have had a continued focus around growing and targeting through social media campaigns and personalization on our website based on visitors geographic location to create an experience that better resonates with the customer. The launch of the 3D build tool mentioned previously in question 32 is also an improvement to our customers experience and allows us to provide a unique experience where we also are able to collect leads and customer information is funneled into our CRM system for further follow up.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Having partnered with NJPA/Sourcewell for the last eight (8) years, Polaris is well aware of Sourcewell's ability to promote the vendor contracts. Our expectation is that Sourcewell will continue to expand the contract awareness as evidenced by it's ability to expand into the Canadian marketplace. Sourcewell is already integrated into our sales process and is the go to contractual vehicle for sales to state, local, education and non-profits. Sourcewell branding is already incorporated into our web pages as well as our product data sheets.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Polaris has implemented an on-line tool that allows customers to select the vehicle that meets their requirements and allows them to configure to their liking. This tool provides them with a visual depiction of what their final product will look like and provides the MSRP price of the vehicle. They are then able to request a quote from Polaris representative who will apply the appropriate discounts based on the Sourcewell pricing model. In absence of an e-procurement ordering process, the online configuration tool helps Sourcewell members get a general understanding of pricing.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	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.	The Polaris Government & Defense Field Service and Training team offers numerous courses in proper driving and maintenance. These courses include the following: <table><tr><th>Part Number</th><th>Description</th></tr><tr><td>PD1236</td><td>New Equipment Training</td></tr><tr><td>PD1237</td><td>Master Driver Certification Course</td></tr><tr><td>PD1238</td><td>Mechanic Certification Course</td></tr><tr><td>PD1241</td><td>1 Week Fleet Maintenance For 15 Vehicles</td></tr><tr><td>PD1242</td><td>Master Driver Training Course</td></tr><tr><td>PD1243</td><td>Drivers Safety Training Course</td></tr><tr><td>PD1245</td><td>Advanced Diagnostics and Drivetrain Certification Course</td></tr></table> The following is a brief description of the courses and their content: New Equipment Training (NET) = 1 Day Course that provides a basic overview of the Polaris vehicle, basic details on the proper and safe operation of the vehicle along with basic steps to perform operator level maintenance – max. 20 personnel Master Driver Certification Course (MDCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site personnel to establish a licensing program using the organizations facilities and Polaris vehicles. This class is intended for snowmobile and other non-ROHVA vehicles. Students learn: 1) How to plan for and conduct a licensing course 2) How to execute basic through advanced driving skills along with how to teach those skills 3) How to conduct operator level pre and post operation checks 4) How to establish Standard Operating Procedures for RANGER's and/or ATV's MDCC maximum class load: 10 personnel Mechanic Certification Course (MCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site maintenance personnel to properly service/maintain their Polaris vehicles up to and including warranty level repairs. Students learn: 1) How to locate the Polaris Military Web site and navigate to Unit Inquiry, Service Manuals, and Computer Re-flash Authorization using a smart phone or laptop computer. 2) How to troubleshoot the vehicle using Digital Wrench diagnostic software. 3) How to completely disassemble/reassemble the vehicles, trouble shoot/assess components, and perform 20 level repairs. MCC maximum class load: 10 personnel. Master Driver Training Course (MDTC) = Contractor shall conduct a four-day course, which will be provided at the customer's location using on-site facilities. This course shall train on-site personnel to establish a Train the Trainer program using the organization's facilities and their fielded Polaris vehicles. The training provided through Polaris Government & Defense's MDTC is designed around safe operation of the vehicle. This is a pass/fail course and all Driver/Coach Candidates must have prior off-highway riding experience (i.e DSTC). Graduates of the course will receive: 1) Recreational Off-Highway Vehicle Association (ROHVA) Drive Coach Preparation Course designed to teach evaluation and coaching techniques, presentation methods and communication skills. 2) Execute basic and advanced driving skills along with how to teach those skills to other operators 3) Conduct operator level pre- and post-operation vehicle checks. 4) ROHVA instructor certification. MDTC maximum class load: 6 personnel Driver Safety Training Course (DSTC) = Contractor shall conduct a three day course, which will be provided at the customer's location using on-site facilities and equipment. The training provided through Polaris Defense's DSTC is designed around safe operation of the vehicle. This is a beginner level course that covers basic driving skill, basic recovery techniques and PMCS of the Vehicle. Students who successfully complete the course will receive ROHVA operator certification. DSTC maximum class load: 10 personnel. Advanced Diagnostics and Drivetrain Certification Course (ADDC) = Mechanic's Course: Learn to disassemble and re-assemble entire drivetrain on Polaris vehicles plus advanced diagnostics. Students will learn to efficiently tear down, identify components, diagnose issues and re-assemble complete engine, front drive, and gear case. This is a level 30 depot level repair course conducted onsite or designated field training site. Note: prerequisite MCC (level 20) required to be completed before taking this course. Vehicle or drivetrain to be provided by the customer; the engine and front drive will be disassembled – gaskets, fluids, and shop supplies will be consumed. Parts, shop supplies, and fluids not included in the training price. ADDC maximum class load: 8 personnel. Many authorized dealers also offer local training, and the pricing and method of training is at the discretion of the dealer.	Part Number	Description	PD1236	New Equipment Training	PD1237	Master Driver Certification Course	PD1238	Mechanic Certification Course	PD1241	1 Week Fleet Maintenance For 15 Vehicles	PD1242	Master Driver Training Course	PD1243	Drivers Safety Training Course	PD1245	Advanced Diagnostics and Drivetrain Certification Course
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PD1236	New Equipment Training																	
PD1237	Master Driver Certification Course																	
PD1238	Mechanic Certification Course																	
PD1241	1 Week Fleet Maintenance For 15 Vehicles																	
PD1242	Master Driver Training Course																	
PD1243	Drivers Safety Training Course																	
PD1245	Advanced Diagnostics and Drivetrain Certification Course																	

37	Describe any technological advances that your proposed products or services offer.	Polaris continues to integrate new, customer-centric technology into our vehicles whenever it can drive productivity, enhance the operator experience, or improve overall safety. Innovation has always been at the heart of Polaris, and some recent technological advances that can benefit Sourcewell members include: • Kevlar® backed seats on Pro XD utility vehicles resist punctures and tears, focused on reducing cost of ownership • Vehicle fault alarms on Pro XD utility vehicles to notify users of potential issues that could cause serious damage to the vehicle. A combination of visual (display) and audible alarms include low oil pressure, parking break engagement, belt slip, and engine overheat. • Speed limited utility vehicles to 15 mph if seat belt is not engaged • Lithium-Ion batteries and J1772 fast charger options on GEM Low Speed Vehicles to increase range for high demand shuttle applications or reduce charge time for enhanced productivity • Solar panels on GEM Low Speed Vehicles that increase time between charges, extend battery life, and reduce carbon footprint • Heating and air conditioning in a fully cabbed vehicle on certain RANGER utility vehicles, resulting in reduced operator fatigue and increased productivity • Industry-first plow mode on certain RANGER utility vehicles, making snow plowing more efficient by automatically adjusting the plow position depending on the gear the vehicle is in • Polaris snowmobiles utilize the most advanced technology on snow, with models that include a new Ride Command 7S Display featuring vehicle to vehicle tracking with or without cellular; SmartWarmers, electronically controlled hand warmers; and all-new intuitive left hand controls • The all new 650 Patriot engine on select snowmobiles, designed and manufactured by Polaris, delivers unparalleled durability, refined run quality, and a new level of fuel economy to reduce overall cost of ownership. • Our self-extinguishing plastics and flame-retardant materials are strategically located for a safe and comfortable riding experience. • Polaris Pulse Electrical System is a revolutionary technology advancement that comes stock in RZR XP Turbo S and RANGER XP 1000. This accessory provides consumers with a seamless way to connect accessories such as lights and sound systems to their vehicle, which discourages them from modifying an existing wire harness and potentially mis-wiring an accessory that could result in a fire hazard. • RZR® and GENERAL® Ride Command models come equipped with front and rear cameras to provide drivers with clearer look at their surroundings. In addition, the 10-year exclusive partnership agreement, signed in September 2020, between Polaris and Zero Motorcycles will enable Polaris to develop, manufacture and sell electrified utility vehicles and snowmobiles using Zero's powertrain technology, hardware and software. Polaris is well positioned to accelerate the development of its premium electric vehicle offering across its product lines and to lead the industry in electrification – another example of the technological advances that can benefit Sourcewell members in the near future.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	For over 65 years, Polaris has been driven by a desire to make a positive impact, and today we communicate that impact as Geared for Good. The Polaris Geared for Good framework focuses our efforts in order to elevate industries, communities and quality of life for everyone and everything within our corporate ecosystem. The framework is concentrated on four key areas – Safety & Ethics Always, Best People, Best Team, Customer Loyalty and Environmental Stewardship. Our entire DNA centers on exploring and working in beautiful, natural places. Mindful of our history and our future, our focus is on sustainable operations in our manufacturing, distribution and office facilities and enabling consumers to ride safely. By fostering sound environmental management practices, Polaris can offer innovative products and services while creating a future where generations to come can Think Outside. In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early: • 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5% • 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022 • We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources. We plan to spend 2020 working towards our 2022 Total Renewable Energy goal, while also assessing what environmental goals should come next. Our entire corporate responsibility report can be viewed at the link: https://cdn-gen.polaris.com/crp/company/corporate-stewardship/2019-stewardship-report.pdf Geared for Good is not about recognition, but our work is being validated externally. Newsweek named us one of America's Most Responsible Companies for 2020. #256 at the link

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While we are not aware of any third party eco-labels or rating, as a responsible corporate citizen, Polaris is dedicated to protecting human health, natural resources and the global environment. This dedication reaches further than compliance with the law to encompass the integration of sound environmental practices into our business decisions. The following Environmental Principles provide guidance to Polaris personnel worldwide in the conduct of their daily business practices: • We are committed to taking actions to preserve the environment. • We are committed to reducing waste and pollutants, conserving resources and recycling materials at every stage of the product life cycle. • We are committed to reducing greenhouse gas intensity, improving energy efficiency and increasing renewables as a part of our energy portfolio. • We are committed to continually assessing the impact of our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement. In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early: • 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5% • 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022 • We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a contractor doing business with the Federal government, Polaris maintains an approved Small Business Subcontracting Plan that it is required to submit on an annual basis. It outlines our commitment to seeking opportunities to contract with small, small disadvantaged, woman owned, veteran owned, service disabled veteran owned and HubZone businesses. Please refer to the attachments section of the proposal for a copy of the 2020 GSA Approved Small Business Subcontracting Plan.	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Polaris Commercial, Government & Defense is dedicated to industrial, commercial and government customers and has thoughtfully expanded its product, accessory and service portfolio based on customer feedback and broadening applications for the industry's most complete offering of electric, gas and diesel-powered vehicles. Backed by 65 years of Polaris innovation, Polaris Commercial, Government & Defense offers a comprehensive line of durable, versatile and customizable work vehicle solutions for transporting people and hauling equipment in urban environments and industry applications. GEM, Pro XD, Taylor-Dunn and RANGER vehicles, along with Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity. The dedicated and specialized employees of the Polaris Commercial, Government & Defense team provide end customers with simple purchasing processes based on individual needs, dedicated customer support and a worldwide network of dealers for localized service.	*

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Off Road Vehicle units - 1 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items GEM- 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items Pro XD - 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items Taylor-Dunn - 2 year 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items A copy of the applicable warranties for Polaris ORV, Pro XD, GEM Snowmobiles and Taylor-Dunn is attached.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Terms and conditions of the warranties for Polaris ORV, Snowmobile, Pro XD, GEM and Taylor-Dunn are outlined in the attached warranties. As is standard in the industry, the Taylor-Dunn vehicle warranty covers a period of 2 years or 2,000 hours, whichever event shall come first, from date of delivery. The GEM vehicle warranty covers a period of 2 years or 8,000 miles, whichever comes first. Mileage is unlimited for the first 6 months of the vehicle warranty. Any time after 6 months, the vehicle warranty expires at 8,000 miles or at the end of the two-year period, whichever comes first.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sourcewell members are requested to bring units to an authorized Polaris, GEM, Taylor Dunn, Commercial dealer for warranty repairs. In the event the warranty repair is performed at the customer location, the dealer may charge for travel and will agree on that price directly with the Sourcewell member.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sourcewell members are requested to contact their local dealer to arrange all warranty repairs on their Polaris, GEM, Taylor Dunn, or Commercial vehicles.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items made by other manufacturers are essentially components of our Polaris vehicles, i.e. transmissions, tires, seats, etc. For RANGER, GENERAL and RZR off-road vehicles, Pro XD utility vehicles, GEM Low Speed Vehicles, and snowmobiles, we directly cover warranty on all components that are part of the vehicle assembly. For Taylor-Dunn electric vehicles, there are a few exceptions of note. The battery warranty is covered by the respective battery supplier; and for Taylor-Dunn vehicles with gas engines, the engine and transmission are covered by the original equipment manufacturer. The authorized dealer will advise the Sourcewell member on the process and specific OEM to contact in the event of a warranty issue with one of those items.
47	What are your proposed exchange and return programs and policies?	Polaris does not offer an exchange or return policy.
48	Describe any service contract options for the items included in your proposal.	Polaris offers extended service contracts on RANGER utility vehicles, Pro XD utility vehicles, All-Terrain Vehicles, GEM Low Speed Vehicles, and Snowmobiles through the Polaris Protection Extended Service Contract (ESC) program. The Polaris Protection program is managed in-house through Polaris, rather than through 3rd party companies, meaning the hassle-free claims are managed directly through Polaris via the dealer network. A variety of term options are available to extend the original manufacturer's warranty up to 5 years, covering all mechanical and electrical failures, excluding wear items, abused or neglected units, or cosmetic damages. And, the contracts can be transferred to a new owner if the sale or disposition of a vehicle happens while still under the extended protection plan, thus increasing the resale value of the vehicle. Terms of the Extended Service Contract vary by product line, and the pricing is available through authorized dealers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Polaris's standard payment terms are net 30 after invoice	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We understand that having the right leasing or financing options for educational or government entities can be just as important as having the right equipment. We offer financing and leasing for GEM, Taylor-Dunn, Ranger and Pro XD products through our dealers via a partnership with Wells Fargo Vendor Financial Solutions. Our leasing solutions make it easier for the entity to obtain Polaris vehicles with terms that fit the business, enabling the preservation of working capital and cash flow for other operating needs. Our most popular leasing program, Fair Market Value, gives a customer the option to purchase the equipment or upgrade to a new vehicle at the end of the term. Lease terms available include 36-month, 48-month and 60-month leases. Traditional loans are also available through that same Wells Fargo Vendor Financial Solutions partnership. We offer 36-month, 48-month and 60-month loans.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders are processed and reported a number of different ways based on the venue in which a Sourcewell member purchases their product. There are four separate tracking methods for reporting Sourcewell sales. 1) Polaris Direct 2) Polaris Dealer Direct 3) GEM Dealer Sales 4) Taylor-Dunn direct. Polaris Off-Road Vehicles (ORV) which are sold to Sourcewell members direct from the factory are captured through our CRM based order quoting/fulfillment software. Sourcewell members that prefer to purchase directly from a Polaris dealer have their sales captured and reported to Polaris Government & Defense by the dealer. Polaris offers a rebate to the dealers that sell off of the Sourcewell contract in order to ensure we are able to capture the quarterly sales to make our quarterly administrative payment. Sales for GEM are captured by reports received from our dealer network as these vehicles must be purchased directly from a dealer in much the same manner as the ORV products that are sold dealer direct. Taylor-Dunn captures their sales in much the same manner as Polaris Direct.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Polaris accepts P-card procurement and payment for Polaris Direct transactions. There are no additional charges to Sourcewell participating entities.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Polaris's discount structure to Sourcewell customers is based off of a percentage discount off of MSRP. The various discount rates by product line are outlined in the response to question 54. Pricelists for the various product lines for both US and Canada customers are attached. Note: Taylor Dunn sales are transacted in US dollars in both the US and Canada. The other product lines are transacted in Canadian dollars.	*

54	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.	US Discount Structure GEM 5.5% off MSRP exclusive of Admin Fee Options 15% off MSRP, exclusive of Admin Fee, no install fee Accessories 15% off MSRP, exclusive of Admin Fee, Install fees apply Shipping Fees apply based on Geographic location and size of vehicle (see price list for details) Off Road Vehicles (ORV) Discount Structure Rangers & Pro XD 12.45% off MSRP, plus shipping, exclusive of Admin Fee GENERAL/Sportsman 12.45% off MSRP, plus shipping & Right to Ride Fee, exclusive of Admin Fee RZR 11% off MSRP, plus shipping & Right to Ride Fee, exclusive of Admin Fee Snowmobile 11% off MSRP, plus shipping, exclusive of Admin Fee Accessories 17% off MSRP, plus install, exclusive of Admin Fee Taylor-Dunn Vehicles 10 % off MSRP Accessories 10% off MSRP Shipping fees apply Note: Taylor Dunn transactions/pricing are in US dollars. Canadian Discount Structure GEM & Taylor-Dunn - same as US ORV - based on National Master Standing Offer pricing agreement	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	No additional volume discount is offered on the Sourcewell contract as the discount structure is based off the combined volume anticipated through the aggregate number of Sourcewell purchases. Customers seeking larger volume purchases, such as a fleet, will be evaluated on a case by case basis for additional discounts beyond that offered on the Sourcewell contract.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Polaris can offer "open market" items to Sourcewell Members. We define open market items as specific add-on features/accessories that are not on contract. An example may include a vehicle accessory (i.e. a unique exterior lighting accessory) that is requested by the Sourcewell member that is not available directly from Polaris but can be purchased and installed by the authorized dealer. The price of the open market item would represent fair market value and be negotiated between the authorized dealer or Polaris and the Sourcewell Member. The open market item would be itemized on the quote and listed as "open market" or "non-contract."	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Vehicles are unique in their requirements for preparation prior to use. Some may require pre-delivery inspection based on their size and shipping method from the factory. Dependent on the specific product, some vehicles may have locally installed options/accessories by the authorized selling dealer. For example, GEM low-speed vehicles are built at our factory with specific options (doors, beacon light, bumpers, etc.) installed at time of production, while Pro XD or RANGER utility vehicles may have specific options (roof, windshield, etc.) that are installed by a dealer. Finally, some vehicles require title, licensing, or state specific fees (California tire fee). When an authorized dealer issues a quote for a vehicle, any additional costs will be itemized separately and are not subject to the Sourcewell discount. These costs will be quoted by dealers at fair market value.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to Sourcewell members who choose to pick up their vehicle from the authorized dealer. Dealer may charge local delivery fees to the Sourcewell member location, and if so, those delivery fees will be itemized separately on the quote. If a US customer purchases from Polaris Direct (Ranger, RZR, General, Sportsman, Sleds & Pro XD) shipping to a CONUS location is included in the list price.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the United States, shipping charges to the customers location are included in the pricelist for all deliveries to the continental United States (CONUS) Shipments to Alaska and Hawaii are priced separately at the time of quoting to the customer. Shipping costs in Canada are also included in the price of the product provided if the destination is within 150km of the major city centers identified in question 29.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members that purchase ORV products direct from Polaris will have their vehicles up-fit and accessorized at the Polaris factory and delivered direct to their location without having to pick up the vehicle from a dealer. For products that are procured through a dealer, arrangements can be made with the dealer for delivery to their location.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Polaris utilizes the same pricelist for Sourcewell members as utilized under our GSA contracts. Utilization of the same pricelist for GSA and Sourcewell clients ensures consistency across governmental, educational and non-profit customer base.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Polaris has established a CRM based quote/order processing and invoicing system based on Microsoft Dynamics. The whole process starts with a generation of a quote, which requires the sales rep to select the Sourcewell contract and pricelist to generate the quote, ensuring correct pricing. When an order is received, it is reviewed with the Sales Team and Sales Supervisor to ensure accuracy. This same CRM module allows reports to be generated on a quarterly basis to query the number of sales associated with the Sourcewell contract. These sales numbers along with the data pulled from the rebate program, which captures dealer direct sales is then combined into a final report for capturing quarterly sales. These numbers are reviewed by Polaris Government & Defense's Contract Manager to ensure accuracy and then a check request/EFT is requested from account receivables to Sourcwell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Polaris proposes a 3/4% administrative fee against the total value of the orders delivered each quarter. This administrative fee is consistent with the same Industrial Funding Fee that Polaris pays the General Services Administration on our current GSA MAS contract. Polaris is offering the same discount and administration fee structure as our GSA contracts. This allows for a single price list for both GSA and Sourcewell and eliminates any conflicts with most favored customer pricing, since Federal , State, Local, Education and Non-Profit all receive the same pricing.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Detailed product specification sheets are attached to this proposal. A summary of the Polaris offerings are described below: Polaris offers a comprehensive line of durable, versatile and customizable work

vehicle solutions for transporting people and hauling equipment in commercial and industrial applications. GEM, Pro XD, Taylor-Dunn, RANGER, GENERAL and Sportsman vehicles, as well as Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity.

GEM Low-Speed Vehicles

A Low-Speed Vehicle (LSV) is a street-legal, four-wheeled, electric vehicle with a top speed of 25 mph and a gross vehicle weight rating of less than 3,000 lb, as defined by FMVSS 500 through the National Highway Traffic Safety Administration (NHTSA) of the US Department of Transportation. Most states allow LSVs to drive on roads marked 35 mph or less.

The GEM line of LSVs offer premium comfort, more standard safety features that not only comply with DOT regulations, but also meet SAE crush testing, and an all-electric vehicle helping with local sustainability efforts. Three passenger vehicles are available, carrying up to 2, 4 or 6 people. Two utility models are offered with various cargo bed configurations for maintenance and repair, construction, technician, delivery or other applications. Vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including full doors, heat and defrost, bumpers, electronic power steering, multiple battery options including Lithium Ion batteries, rear carrier options and many more to meet the customer's application. And, a full line of Polaris engineered accessories are available.

Pro XD Utility Vehicles

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

Taylor-Dunn Commercial and Industrial Vehicles

Taylor-Dunn is the leading provider of commercial and industrial vehicle solutions with a broad portfolio of electric, LPG and gas-powered personnel, burden and tow vehicles. Taylor-Dunn has over 65 years of success with vehicles still in operation for more than 10 years. And with custom features ranging from special paint color to major frame modifications, we build vehicles to meet application specific solutions. Taylor-Dunn vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including cab enclosures, cab accessories, directional signals, rear cargo options, ladder racks, and many more to meet the specific application.

RANGER Off-Road Vehicles

The RANGER off-road portfolio offers the most complete lineup of utility vehicles, with various configurations to meet specific customer needs. Electric and gas options, varying seating configurations, payload capacities up to 2,000 pounds and towing capacities up to 2,500 pounds and optional heating and air conditioning on select models are just a few of the features available across the RANGER lineup. Polaris engineered accessories including full cabs, lighting, winch, plow, vehicle protection and other work accessories are available to meet the specific application. Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

Sportsman All-Terrain Vehicles

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

Polaris Snowmobiles

Polaris started its journey over 65 years ago with as the first manufacturer of snowmobiles. Through this hard work we've introduced new, innovative technologies in the industry. We give riders a way to realize their passion and share it with friends and family. Our offerings include, RMK mountain, Switchback on & off Trail, Titan extreme crossover, Indy performance and Voyageur recreational utility sleds.

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial utility vehicles (UTVs) Off-Road utility vehicles (UTVs) All-terrain vehicles (ATVs) Electric transport and utility Low Speed Vehicles (LSVs) Personnel carriers Burden carriers Stockchasers Tow vehicles Snowmobiles	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
66	Utility Vehicles	☒ Yes ☐ No	Polaris Ranger, Pro XD and General Side by Sides	*
67	Task Vehicles	☒ Yes ☐ No	Polaris Ranger, Pro XD and General Side by Sides. Taylor-Dunn and GEM vehicles	*
68	Golf Carts	☐ Yes ☒ No	N/A	*
69	Low-speed Vehicles (LSV)	☒ Yes ☐ No	GEM vehicles	*
70	Parking Enforcement	☒ Yes ☐ No	Polaris Ranger, Pro XD, and GEM vehicles	*
71	Patrol and EMS Solutions	☒ Yes ☐ No	Polaris Ranger, General, Pro XD, Sportsman, GEM and Taylor-Dunn vehicles	
72	Passenger Shuttles	☒ Yes ☐ No	GEM and Taylor-Dunn vehicles	
73	Burden Carriers	☒ Yes ☐ No	Taylor-Dunn vehicles	
74	Side-by-sides	☒ Yes ☐ No	Polaris Ranger, Pro XD, RZR and General.	
75	All-Terrain Vehicles (ATV)	☒ Yes ☐ No	Polaris Sportsman	
76	Snowmobiles	☒ Yes ☐ No	Polaris Indy, RMK, Voyageur and Titan.	
77	Personal Watercraft	☐ Yes ☒ No	N/A	
78	Food and Beverage Solutions	☒ Yes ☐ No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	
79	Athletic and Campus-use Vehicles	☒ Yes ☐ No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	

Table 15: Industry Specific Questions

Line Item	Question	Response *
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Having had a relationship with NJPA/Sourcwell for eight years, Polaris will rely on past data to compare our year over year sales data to determine our success with the contract. We are targeting a 10-15% year over year growth for sales in our core business and believe this is attainable based on past performance. Additionally, we will be measuring the market penetration that we will be able to gain into the Canadian market with the ability to leverage a co-operative purchasing agreement.
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Polaris offers gas, diesel, electric and LPG options for our products. Polaris understands the importance in electrification and its impact on higher education and government sustainability initiatives. Already a leader in electric vehicle offerings, Polaris is accelerating that position with a recent 10-year exclusive partnership with Zero Motorcycles, a company with pioneering electrification experience, proven leadership, and electric powertrain technologies that are unmatched in the market. Under this 10-year agreement, Polaris plans to launch a new electric option to customers across each of its core business segments by 2025. We are excited to deliver additional electric vehicles within the range, value and performance characteristics that Sourcwell members desire. The current offering by product type is noted below. Utility Vehicles (UTVs) • Gas • Diesel • Electric All-Terrain Vehicles (ATVs) • Gas Low Speed Vehicles (LSVs) • Electric Burden Carriers • Gas • Electric Personnel Carriers • Gas • Electric Stockchasers • Electric Tow Vehicles • Gas • Electric • LPG Snowmobiles • Gas
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	Our vehicles are tested and validated to run in operating conditions experienced across the United States (including Alaska) and Canada, both in hot and cold environments. For internal combustion engines, typical operating temperatures can range from less than 0°F to 110°F. When discussing operating conditions of our electric products such as GEM and Taylor-Dunn, the operating condition is limited to the battery performance in the vehicle. The ability for the battery to provide current will be reduced at cold temperatures which may affect operation of the vehicle at medium to high load capacities. Freezing of Flooded Lead Acid batteries can severely damage or destroy the battery, and performance of vehicles with lead acid batteries can be reduced at extremely cold temperatures down to 0°F. A flooded lead acid battery freezing point varies with the state of charge and is dependent on manufacturer. Batteries should never be stored in sub-freezing temperatures unless they are fully charged. The colder the ambient storage temperature, the slower the rate of charge and discharge of batteries. For GEM vehicles with optional Lithium Ion batteries, the battery heaters will use battery pack energy to warm the batteries to an internal temperature of 41°F, at which point the batteries will accept a charge. The battery heaters will not operate when ambient temperature is below -16°F. Certain Polaris vehicles can be equipped with full cab enclosures, heating systems, front and rear defrost, on-demand All-Wheel Drive systems, and with optional track systems to aid performance in inclement weather.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4_Utility_Transport_Golf_Recreation_122220 Thu November 19 2020 01:54 PM	☒	1
Addendum 3_Utility_Transport_Golf_Recreation_122220 Fri November 13 2020 03:48 PM	☒	1
Addendum 2_Utility_Transport_Golf_Recreation_122220 Wed November 11 2020 11:00 AM	☒	1
Addendum 1_Utility_Transport_Golf_Recreation_122220 Wed November 4 2020 04:33 PM	☒	2

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell; Polaris Sales Inc.**, 2100 Hwy 55, Medina, MN 55340 (Polaris); and **Waev Inc.**, 2114 W. Ball Road, Anaheim, CA 92804 (Waev).

1. Sourcewell has an agreement with Polaris to provide UTILITY, TRANSPORT, GOLF, AND RECREATION VEHICLES WITH RELATED ACCESSORIES, EQUIPMENT, AND SERVICES under Sourcewell Contract Number 122220-PSI ("Original Contract").
2. On January 1, 2022, Polaris divested its Taylor-Dunn and GEM product lines to Waev, but continued to provide those products to Sourcewell members under a separate agreement with Waev.
3. Polaris now wishes to assign its rights and responsibilities for the Taylor-Dunn and GEM product lines under the Original Contract to Waev, while retaining all remaining product lines.
4. The assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Polaris wishes to assign to Waev those rights, responsibilities, and other provisions set forth in the Original Contract (Sourcewell Contract Number 122220-PSI) for the Taylor-Dunn and GEM product lines.
3. Polaris will retain all other rights, responsibilities, and other provisions of the Original Contract.
4. Waev has obtained a copy of the Original Contract from Polaris, and certifies it will comply with the terms of the Original Contract as executed by Polaris and Sourcewell. The parties agree this assignment is unconditional and without recourse.
5. Polaris and Waev jointly and severally represent and warrant to Sourcewell that:
 - a. Polaris is not in default of any of its obligations under the Original Contract;
 - b. Waev is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract as they relate to the Taylor-Dunn and GEM product lines;
 - c. Polaris and Waev request consent from Sourcewell to this assignment; and
 - d. Waev accepts assignment of the Original Contract as it relates to the Taylor-Dunn and GEM product lines.
6. In consideration for the above, Sourcewell consents to the assignment; thereby creating a separate agreement with Waev that is identical to 122220-PSI, but will only contain the Taylor-Dunn and GEM product lines. Sourcewell reserves the right to assign a different contract number to that agreement.

Signature Page Follows.

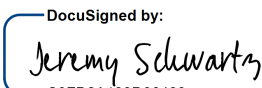
Polaris Sales Inc.

By: 
Michael J. Conrad
Title: Manager, Programs & Contracts
Date: 16 August 2022

Waev, Inc.

By: 
Paul C. Vitrano
Title: SVP and Chief Legal & Policy Officer
Date: August 17, 2022

Sourcewell

By: 
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Jeremy Schwartz, Director of Operations and Procurement/CPO
Date: 8/17/2022 | 12:59 PM CDT

By: 
7E42B8F817A61CC...
Dr. Chad Coauette, Executive Director/CEO
Date: 8/17/2022 | 1:30 PM CDT