



Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fair Manufacturing Inc., 2900 Alumax Road, Yankton, SD 57078 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for 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, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Fair Manufacturing Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 3:02 PM CDT

DocuSigned by:
DelVonna Wentz
02F5E5B6633A491...
By: _____
DelVonna Wentz
Title: Vice President
Date: 8/11/2022 | 12:31 PM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 8/11/2022 | 3:13 PM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Fair Manufacturing Inc
Does your company conduct business under any other name? If yes, please state: SD
Address: 2900 Alumax Rd
Yankton, SD 57078
Contact: Dena Nanninga
Email: dnanninga@fairmfg.com
Phone: 605-653-3247
Fax: 605-653-3800
HST#: 27-3270492

Submission Details

Created On: Tuesday May 03, 2022 09:04:35
Submitted On: Thursday June 16, 2022 16:14:15
Submitted By: Dena Nanninga
Email: dnanninga@fairmfg.com
Transaction #: 0fd0cbe0-4228-429b-a119-a0809421e09c
Submitter's IP Address: 24.111.100.210

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fair Manufacturing Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	711W4
5	Proposer Physical Address:	2900 Alumax Rd Yankton, SD 57078
6	Proposer website address (or addresses):	www.fairmfg.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	DeVonna Wentz Vice President 2900 Alumax Rd Yankton, SD 57078 dvwentz@fairmfg.com 605-653-3247
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dena Nanninga Sales Administrator 2900 Alumax Rd Yankton, SD 57078 dnanninga@fairmfg.com 605-653-3247
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lydel Thomas Sales Manager 2900 Alumax Rd Yankton, SD 57078 lthomas@fairmfg.com 605-653-3247

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With almost 60 years in the heavy agricultural and industrial equipment fields, Fair Manufacturing Inc. is a name recognized for manufacturing excellence. The first Fair Snocrete Snowblower was prototyped almost 60 years ago. Snocrete is still known for its innovative approach to snow removal in harsh conditions and its rugged durability and longevity of service. As a third-generation family business, Fair Manufacturing is committed to our customers and our products. We know that ultimately our family name is on each piece of our equipment. Our reputation for our quality products and our consumer- centered customer service is what keeps our customers returning to us year after year or even decade after decade. From our commitment to get replacement parts to the end user in a prompt fashion, to our awareness of customers getting the most value for their budgetary dollar, our customers' needs are our priority. We know that quality, innovation, and excellent customer service help us to meet those customer needs.

11	What are your company's expectations in the event of an award?	Receiving an awarded contract will allow us to continue to meet our customer's needs in an expedited fashion. Our customers request to use a Sourcewell contract to buy our products. In the event of an award, we expect to continue to meet the needs of those currently participating customers as well as educate the customers that are not already Sourcewell members on the benefits of using Sourcewell to save both time and money. In these times of rising costs, this added savings benefits both the customer and the vendor. We plan to continue to educate our customers and dealers of the added benefits of utilizing Sourcewell through our marketing materials, vendor events and direct communications.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have attached several letters of recommendation from various sources including dealers with whom we have had a relationship for almost 40 years, letters from our bank describing our current financial standing, as well as letters from vendors describing our credit relationship. These attachments are all labeled as TABLE 2 LOR.	*
13	What is your US market share for the solutions that you are proposing?	We do not track our market share data. We do however track our internal growth and have noted that after receiving a Sourcewell contract in 2018 our sales for the products on the contract increased over 20% during the life of the contract. This also includes the more volatile period of the past 2 years during which sales patterns were more unstable.	*
14	What is your Canadian market share for the solutions that you are proposing?	Like the U.S., we do not track our Canadian market share data.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Fair Manufacturing, Inc. has never petitioned for bankruptcy protection.	*
16	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?	B. We are the OEM for Snocrete snow blowers and SuperHaul snow body truck inserts. Both our internal and external sales and service staff are all employed by Fair Manufacturing Inc. We also have a nationwide (U.S. and Canada) recognized dealer network for both sales and service that are independent companies. Our internal staff works directly with our dealer network. We do not utilize third party distributors. We also recognize customers' request to work with a dealer of choice or factory direct where appropriate. We have some customers that we have been working with for over 30 years and they choose to work factory direct for sales, trades, and service options. We also work with the customer's dealer of choice for outfitting a loader for a turnkey solution.	*
17	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.	Fair Manufacturing Inc. is registered in the State of South Dakota and considered in good standing. We maintain all applicable sales tax and resale certifications. Our products meet all safety and environmental standards. We are a SBE certified small business through the SBA as well as registered as an active vendor for SAM.gov. We also provide all applicable documentation for "Buy American" requirements when requested.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Fair Manufacturing Inc. has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	The Fair Snocrete snow blower was most recently featured by 2022 Sourcebook edition of American Infrastructure. This edition highlighted the top brands and products for consideration by Municipal and Public Works Departments. The Snocrete snow blower was the only snow blower listed in the Snow/Ice removal division for this unpaid editorial. In the recent past, the Snocrete snow blower was listed as the Brand Survey Winner and as an Editor's Choice Product of the Year.
20	What percentage of your sales are to the governmental sector in the past three years	Governmental sales represent on average 35% of our overall corporate sales for the past 3 years. During the past 3 years our overall contract sales have represented on average 30% of this division. Overall, since receiving a Sourcewell contract in 2018, we have seen our sales in the government contract division increase 20%.
21	What percentage of your sales are to the education sector in the past three years	Most large, commercial snow blowers are an unrealistic solution for a large part of the education sector for their snow removal needs. While we have had universities purchase Snocrete snow blowers in the past, sales in the last 3 years have been insignificant to overall revenue for this product line.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fair Manufacturing Inc. currently holds a cooperative purchasing contract for the State of Minnesota. The annual sales volume for state contracts is, on average 5%, of our sales for this division.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Fair Manufacturing Inc. has held GSA contracts in the past but does not currently hold any GSA contracts. The annual sales volume for the federal public sector is, on average, 5% of our sales for this division.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Illinois DOT	Tony Aiello	(773) 685-4776
City of Sidney, MT	Jeff Hintz	(406) 480-5008
City of Boston, MA	Eric Willet	(207) 299-8931

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
County	Government	New York - NY	3 units	\$372,450.00	\$372,450.00
State	Government	Illinois - IL	4 units	\$290,138.40	\$318,830.72
State	Government	South Dakota - SD	7 units	\$171,398.00	\$280,182.60
City	Government	South Dakota - SD	3 units	\$121,595.00	\$252,682.80
Coty	Government	Minnesota - MN	2 units	\$136,877.00	\$242,792.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Our direct employees include four sales staff members for inside and outside sales. This staff maintains our dealer relations and customer direct relations. Their duties also include all product demonstrations and initial product trainings. Most members of our sales staff have over 10, and up to 30 years of experience. This knowledge base helps them provide technical assistance when contacted directly by a customer without passing them off to another member of our staff, further establishing a relationship that is based on knowledgeability of the product and wanting the best interests of the customer. Our sales employees are also able to troubleshoot the actual field needs of the customer and find the product application that best fits our customers' exact needs and budget, whether that is purchasing additional options and accessories or working a trade on equipment already owned by the customer. Our sales force will work with the customer and/or dealer to make the purchase as seamless as possible.</p>
27	Dealer network or other distribution methods.	<p>Fair Manufacturing has a dealer network of over 200 dealers across 48 snow states and provinces. Some of these dealer relationships have spanned over 40 years. Dealers are routinely provided product specific training in regard to sales, setup, operation, and common repairs. Dealers are also incentivized to stock common wear and replacement items to further reduce customer downtime.</p> <p>We also recognize that customers may prefer to work with a dealer of choice (for example if the customer is wanting to purchase both a loader and snow blower attachment and prefer to package them and work with the loader dealer for a turnkey solution). We are willing to work directly with their dealer of choice for those needs. We also provide customers the opportunity to work factory direct when requested.</p> <p>Fair Manufacturing does not utilize any outside larger distributors between us and our dealer network.</p>
28	Service force.	<p>Our direct employees four service staff members. Their duties include providing direct support over email and telephone for downtime support and replacement parts as well as outside support for "on-site service and repair". This does not include direct employees that provide maintenance for any service contract and/or routine maintenance done in our shop. Our service force also has, on average, 10 and up the 30, years of experience. Members are well versed in the manufacturing process of the products. They are able to easily troubleshoot issues, and even provide solutions that may just be operator tips and best practices for use that may not involve any additional purchases. Fair Manufacturing's dealer network also has many authorized servicing dealers throughout the United States and Canada.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>With both our inside and outside sales force, as well as through our extensive dealer network, we try to be as hands on as possible through the entire purchase process to ensure that the customer has the exact product and option combination they need to fit their application. Because of this custom nature of our products, all products are shipped factory direct to either the dealer or customer, per the customer's choice, for setup after order.</p> <p>Internally, we funnel all orders through a central hub that tracks all related purchase data so that the customers' service personnel, which may not have been part of the purchase process, can still call in for parts and related service and we can look up their purchase information for them.</p> <p>Most orders we receive come through our dealer network. All orders placed through our dealer network follow the same flow as any factory direct orders. We work directly with the dealer, and sometimes also with the end user, to ensure that we have the correct product and option combination to meet the customer's needs. We also track dealer information in the same database as the customer information so if a dealer calls in for wear parts we can look up past purchases and find the correct purchase information to service their needs. We can ship directly to the dealer or the end user depending on the preferences selected in the order. This allows the dealer to offer options through their service plans that are more customized to their customers, including free setup and training provided by the dealer, financing, payment terms, and rental options that are different than those offered factory direct.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We pride ourselves on our exceptional customer service. We provide a free 24/7 hotline for parts and service so downtime can be addressed immediately. We know that a lot of snow blowing happens in the early A.M. hours and the service hotline can mean the difference of getting a street open before rush hour or not. For some issues, it's just a matter of adjusting your snow blower to the snow conditions or even changing the batteries in the transmitter. Having this hotline helps the operator stay in the field.</p> <p>We also have our parts and service guarantee, (see attached documents labeled TABLE 6 Parts and Service Documents). We maintain a warehouse of wear parts and typical break down parts that are available to be shipped same day. We also maintain servicing parts for all products of our manufacture, no matter how old. We know that customers often use our products for 20-30 years and we want to be able to provide the service they need. We guarantee any part we manufacture will be "in-stock" no matter how long ago we originally manufactured the product. We also maintain a complete inventory of vendored items for our products up to 10 years past product discontinuation. We know our customers depend on us and we don't want to let them down. To us, customer service is a relationship. We have even had city personnel stop by our office when they happen to be in our area to meet us and "put a face with the name" of the service person they have been working with for several years. We make every effort for a same-day-turnaround response time. Between that and next day air shipping, we know a customer can be back in the field in 24 hours. Under emergency situations, we have even provided factory rep delivery and on-site repairs.</p> <p>We also offer a variety of service plan options to meet customer needs (see attached documentation TABLE 6 Parts and Service Documents) including factory rep on-site training and service. The longevity of service of our products in the field is a point of pride for us. We know our products are larger ticket budget items, so if a product can last out in the field for 10, 20 or even 30 years, we know we have a satisfied customer with a healthier budget. With that, we strive to provide parts and service to our products of any age, even when discontinued by us, the manufacturer.</p> <p>When the free 24/7 hotline isn't enough, our customers can count on our vast authorized servicing dealer network throughout the United States and Canada to get our products back out into the field. Some dealers have been servicing our machines almost as long as we have and know the machines in and out. With customers and dealers across the United States and Canada, dealers are more familiar with the weather conditions present, and the needs required of each customer. These dealers are great resources for the machine operator. We also provide dealers who stock additional wear and service items with additional financial incentives, knowing this additionally reduces downtime and costs to the end user.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With customers and dealers in almost all 50 states Fair Manufacturing can provide our products and services throughout the United States to any participating Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Fair Manufacturing Inc. has provided all products and services to our Canadian customers in the past and will be able to provide all products and services in the future.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can serve all geographic areas of the United States and Canada. Even Hawaii, while typically not thought of as a "snow state", does occasionally receive snow and proudly has a Snocrete snow blower in its mountains. In situations like this, where dealerships don't typically stock snow blowers, we work factory direct with the end users.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Fair Manufacturing Inc. can fully service all participating entity sectors through the proposed contract. We have an international presence and have no limits to our participation in this contract or the promotion thereof.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Fair Manufacturing Inc. has customers in both Alaska and Hawaii. We do not have any specific contract requirements or restrictions to Alaska, Hawaii, or the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have found that what works best for us is the direct, in-person sales approach. We annually schedule meetings with both our dealers as well as targeted customers in dealers' territories. We bring our snow blower and allow both groups to "kick the tires" at these visits. We also provide a marketing materials folder that includes a Sourcewell brochure describing what Sourcewell is, the advantages of using Sourcewell, and how to sign up. Our sales team is well versed in how Sourcewell works and can answer questions that arise during these visits along with explaining the advantages of buying off of a Sourcewell contract. All of our internal marketing materials include the Sourcewell logo and our contract number. We also have a page on our website regarding our Sourcewell contract. Please see the attached responses labeled "TABLE 7 Marketing Samples" which include a digital ad example, a print ad example, a brochure example and website example.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Fair Manufacturing has transitioned to utilizing online and social media advertising for most of our non-travel related advertising budget. Along with our presence on different social media platforms, we also work directly with an outside marketing firm that optimizes our SEO and assists with our google ad campaigns. We internally "share" when a city, DOT, or highway department posts about their use of our products on our own social media page. These often get reshared by our dealers as well. We also feature these clips in our own product videos. We recognize the recommendation power of current customers' videos and posts to potential customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>A Sourcewell contract is advantageous for both the vendor and the customer. Our expectation is that Sourcewell continues to grow and promote its opportunities for contract purchasing to agencies that are currently unsigned but would benefit from being about to purchase off contract.</p> <p>As for Sourcewell's role, we anticipate that if an inquiry for a need that aligns with our product selection arises from a Sourcewell member to Sourcewell, Sourcewell will refer that member to us for further discussion on whether we will meet their needs.</p> <p>At present, we have integrated our current Sourcewell contract into our sales process both on the front end and the back end. The contract information is part of our sales and promotional materials so that current members are aware of the opportunity to purchase off contract and also to encourage potential members to sign up for Sourcewell. We explain to all potential members about the opportunities that are beyond the scope of just our contract. We have seen a significant response from our customer base regarding our current contract, both from customers that are already members and want to buy off contract as well as members who aren't aware of Sourcewell and are excited about the opportunities it provides for them. On the back end, we internally track all sales sources so that information regarding membership numbers and proper contact information is accurate for record keeping and administrative fee remittance.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fair Manufacturing Inc. products are not available through any e-procurement system. Each product is either partially or fully customized to the customer's needs.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All purchases include a complete set of product manuals as well as online training. Digital copies of the operator, parts, and service manuals are provided free of charge. Additional paper copies of all manuals can be added on to purchase. Fair Manufacturing can provide a custom on site setup and training package from a factory rep to meet the customers' specific needs, with cost varying on specific requests and time and distance traveled. Telephone support is available 24/7 and is free of charge. Dealer charges may vary.

41	Describe any technological advances that your proposed products or services offer.	<p>The Snocrete snow blower is currently the only loader mounted snow blower on the market to feature the detachable blower head from the engine base. This is specifically designed to decrease costs to the end user as a snow blower head can be replaced for significantly less than the engine base. The snow blower head also wears significantly faster than the engine base making this head a replaceable "wear part" of the snowblower. This reduces the need to replace the whole machine and increases the lifespan of a very expensive investment for a municipality on a tight budget. This feature also makes routine maintenance and repairs easier as all portions of the snow blower can be easily accessible, saving on downtime and repair costs.</p> <p>The SuperHaul snow body insert stands out because of its parallel floor runners which allow snow to slide freely, avoiding the chronic problem of snow sticking in corners. Its hydraulic end gate opens in conjunction with the truck hoist which allows for heaped loads to easily slide out. This makes each load hauled more efficient because more snow is hauled away instead of just transferred back and forth each trip because it is stuck in the box.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Fair Manufacturing Inc. is not certified by any agency for any "green" initiatives. Overall, in general practice, we like to work as efficiently as possible, waste adds up to overhead that usually gets passed on to the customers who already work within tight budgets. Features such as the detachable snow blower head aren't necessarily labeled as a "green" initiative, but reduce waste nonetheless by not scrapping a snow blower whose head is used up in terms of wear life, but its engine is just getting broken in.</p> <p>The same principle applies to the SuperHaul snow body inserts. When paired in tandem with a snow blower, more snow volume and less air is compacted into the box and hauled away. This is a total saver for smaller snow budgets especially with rising fuel cost. Fuel savings is a huge factor in going green, and while the SuperHaul doesn't technically use the fuel it definitely helps to save it.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While Fair Manufacturing Inc. has not received any third party issued ratings or certifications for energy efficiency or green factors, our Snocrete snow blowers are Stage V compliant. This is currently the highest possible emissions reduction level on the market and exceeds the EPA requirements.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Fair Manufacturing Inc. is SBE certified. Please see attached documentation labeled TABLE 8 SBE and SAM.</p>	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Fair Manufacturing has been producing the Snocrete snow blowers for almost 60 years. This twin-fan, single-stage design was tested in the harshness of South Dakota winters with "Snocrete" being a play on the words "snow" and "concrete." Auger-driven, dual-stage designs are highly susceptible to damage when they encounter objects that are buried under the snow due to the large distance between supporting members. The Snocrete single-stage design features robust ice breaker bars that are designed to withstand not only snow and ice, but also foreign objects hidden within. A viral video on YouTube depicts an older model Snocrete snow blower plowing through a car. While blowing through a car is not advisable, it depicts the extreme durability of the Snocrete single-stage design. All snow blowers are designed to blow snow under normal conditions, the vast majority of our customers will testify that, in real world conditions, encountering foreign objects within the snow is all but guaranteed. We are the only manufacturer to intentionally design our machine for this inevitability. Each fan impeller features individual shear bolt protection, in addition to having easily replaceable ice breaker bars, in the event of extreme collisions. This durability has given the Snocrete snow blower the reputation for extreme-duty use with very limited down time.</p> <p>In addition to durability, we pride ourselves on being the top performer. Single-stage blowers, as the name suggests, move the snow in one fluid motion from rest to being projected up the spout. Dual-stage designs require a separate auger to move the snow horizontally to feed a separate fan where it is then projected up the spout. As a result, single-stage designs have proven to blow more tons of snow per engine horsepower. Fair Manufacturing was the originator of the twin fan, single-stage design. Having two smaller fans increases the ability to ingest wet or loose snow compared to the historically single fan, single-stage design. Together, these exclusive features provide industry leading performance.</p> <p>Add-on options to a Snocrete are just that, options that make the machine more customized for the user's intended role. This way, whether you are loading trucks on a busy city street or opening up rural roads with drifts that are 10 feet deep, the snow blower you use is made to take it. When we feel an option is universally utilized by our customers, we make it standard – no extras designed just to drive up the cost. A repeat customer is a happy customer.</p> <p>We have customers that have purchased and repurchased from us for over 40 years. We have relationships that are built on making sure they get a quality machine they can depend on year after year. We are proud to say that the oldest machine still in service to a municipality is from 1984. We still service this machine, and we feel like this city has gotten their money's worth out of their purchase, which makes us as happy as it makes them.</p> <p>While the innovation of the original twin fan concept remains, the snow blower of the 1960's is a distant ancestor for the Snocrete today. With rising costs and tight budgets, Fair Manufacturing has pioneered the detachable snow blower head. This allows for the most expensive part of the machine to be kept in service while the parts that receive the most wear can be replaced. In a typical snow blower, the engine is just getting broken in when the mechanical snow removal parts of the snow blower are reaching the end of their wear life. When combined into just one machine, this means you must replace the engine with the snow blower head. Whereas with a detachable Snocrete snow blower, you can just replace the snow blower head.</p> <p>SuperHaul snow body inserts, exclusive to Fair Manufacturing, may be simple in design, but they can play a huge role in the costs of snow removal. As a companion product to the Snocrete snow blower, a single truck can haul triple the volume of snow in a single load. With rising fuel prices, the savings potential is huge. Loading a truck fitted with a SuperHaul snow body insert with a Snocrete snow blower can be done in a matter of seconds. When time and money both need to be saved, a SuperHaul snow body insert can make or break a snow season budget. Parallel running bars and hydraulic end gates make unloading as fast and easy as loading, with less sticking snow in the box than when a dump truck is loaded with a loader and air pockets allow snow to stick into corners. This means that even less snow is hauled each trip!</p>
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Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes, Our standard warranty states, "Fair warrants all Snocrete Snowblowers and Super Haul Auxiliary Snow Body Inserts (the "Covered Equipment") of Fair's manufacture against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of delivery by the original end-user purchaser. After the Fair Manufacturing term has expired other additional OEM warranties may also apply (such as Cummins 2-year warranty on the Engine and 5-year warranty on the After Treatment).</p> <p>We do our best to create a quality product that stands the test of time. If an issue arises, we do our best to fix the problem to ensure the best experience for our customers no matter if we are the OEM or not. All items included on our products are covered under our warranty even if it is an issue that falls under a different OEM warranty (engines, cylinders, clutches, PTOs, etc.). We warranty the breakdown and then we apply for the warranty under our vendor. If the product is not warranted by our vendor, we still warranty the product for our customer at our expense. Please see the attachment labeled "TABLE 9 Warranty Documents"</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Fair Manufacturing does not have any usage or hourly restrictions that apply to our warranty. The warranty is also transferrable to each subsequent owner during the applicable warranty period.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, travel and milage are covered when warranty repairs are pre-approved by Fair Manufacturing and at the pre-approved, agreed upon, rate and amount based on the factory estimated hours of service required.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Fair Manufacturing is willing and able to provide warranty services to all areas of the United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Fair Manufacturing 100% warrants all items, including vendored items under its warranty. Additional OEM warranties may apply beyond the Fair Manufacturing Inc. warranty period.
51	What are your proposed exchange and return programs and policies?	Fair Manufacturing does not charge any fee regarding returns or exchanges. There are no associated restocking charges or fees. All returns must be factory authorized prior to return.
52	Describe any service contract options for the items included in your proposal.	Fair Manufacturing has additional warranties and service contracts available to add on to a purchase. Warranties contain options including different extensions by year and options that include parts only to parts labor and travel. Additional service contracts are also available including annual inspection programs to complete end-of-season or beginning-of-season services. This is described in the attachment labeled "TABLE 6 Parts and Service Documents" and "TABLE 9 Warranty Documents".

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Fair Manufacturing offers net 30 terms for all Sourcewell members for factory direct purchases. Additional terms may be negotiated with Fair Manufacturing Authorized Dealers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Fair Manufacturing offers factory direct lease-to-own and financing options. Additional leasing and rental options are also available through our dealer network. Fair Manufacturing also can offer trade-in terms toward new equipment purchases. Fair Manufacturing also offers incentives towards multi-unit single PO purchases.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Fair Manufacturing issues an invoice for the direct payor to Fair Manufacturing. This could be the end user or the dealer associated with the purchase. Warranty documents are provided in the service manuals. Additional warranties and service agreements available to purchase are provided by dealers at their discretion. Factory direct purchases will include those documents upon request after verbal discussion about these options and the customer's specific needs. Please see the attachment labeled "TABLE 10 Transactions Documents"
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Fair Manufacturing typically offers net 30 payment terms. Payments can be made via check, money order or ACH for these terms. Fair Manufacturing also accepts Visa, Mastercard, Discover and American Express for all wear and replacement items. There are no associated add-on fees for utilizing these payment options.

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 *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Fair Manufacturing's pricing model reflects a line-item percentage discount off MSRP. Please see the attached pricing documentation labeled TABLE 11 Pricing Data.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fair Manufacturing's contract pricing reflects a 24% discount from MSRP for the "D" model line of Snocrete snow blowers and the SuperHaul Snow body insert, a 20% discount from MSRP on aftermarket parts and a 15% discount from MSRP on the "C" model line of Snocrete snow blowers.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Fair Manufacturing offers an additional 2% discount to any purchases of (5) five or more snow removal products such as Snocrete snow blowers (including both PTO driven and/or self-contained) and SuperHaul snow body inserts made on the same purchase order.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any non-standard items, we supply a quote for each request allowing us to cater to the specific needs of the customer and design the product according to their product usage needs.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fair Manufacturing does not directly charge any additional fees or charges that are not included in the pricing submitted in our response as described in the questions (i.e., not including freight) for the standard services provided with the purchase. Additional services that are non-standard are provided at cost available upon request and pricing (i.e., annual training services, annual inspections, etc.).

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Fair Manufacturing products are priced FOB. When shipping is preferred by the customer it is priced at a "Best Cost" approach. The "Best Cost" is determined by soliciting quotes from several vendors and choosing the lowest cost among reputable transportation companies. Upon receipt of these quotes, the shipping costs are then sent to the customer for approval before contracted by Fair Manufacturing, eliminating any surprises in the invoice.</p> <p>Additional options for shipping may be priced based upon customers' needs and/or requests such as factory rep delivery. Factory direct shipping from a Fair Manufacturing rep is always an option and is typically included in the cost of any custom on-site training and setup packages when chosen by the customer.</p> <p>Customers always have the option to choose their own shipping, pick up the product factory direct, or allow their dealer to choose and arrange freight.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipping options to Alaska, Hawaii, and Canada are done through a third-party. Shipping charges associated with an offshore delivery would include an additional palletizing or containerizing charge. Fair Manufacturing is not liable for any duties, brokerage costs, or fees associated with shipping outside of the United States. All sales are in USD.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fair Manufacturing offers expedited shipping when requested including emergency factory direct via factory rep delivery. This can drastically decrease wait time associated with transnational shipping. Factory rep delivery with onsite setup and training can be a real resource during emergency situations where the learning curve has to be picked up quickly and the "tricks of the trade" can be taught immediately based on the current conditions the equipment is being operated under.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All internal documents are recorded as to type of sale, whether by bid, contract, (and which contract used) as well as outright purchase (usually by private entities). On that same document, the member's Sourcewell number is recorded to ensure that new joining Sourcewell members complete the membership process. All sales are reviewed quarterly, and all documentation is updated internally. This is when all sales are reported to Sourcewell, and administrative fee remittance is sent.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track our sales growth annually. Since we also track whether a sale is made under a Sourcewell contract, tracking the sales growth attributed to Sourcewell is easy to apply. In the past four years, since receiving our last Sourcewell contract, we have seen our sales, in the market sector associated with contract, increase over 20%. The time period tracked has seen some volatility and some budget swings, but overall, we have seen sustained success on the Sourcewell contract. We have seen current customers, who were also current Sourcewell members, excited to utilize this option. We have seen current customers, who had not heard of Sourcewell, excited to join and take advantage of the membership benefits. And we also have seen current Sourcewell members, who were not our current customers, find us after exploring Sourcewell's contract. It has been exciting to see how much our customer base has appreciated us having this option available to them. It is exciting for us to sign up a new membership, knowing how much simpler purchasing (both from us and others) will be.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fair Manufacturing will remit a 2% administration fee as calculated as a percentage of sales. This will be remitted quarterly along with the quarterly report of sales. This will not be a line item on the members cost of goods sold.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Snocrete Loader Mounted Snow Blowers Snocrete PTO Driven Snow Blowers SuperHaul Snow Body Truck Inserts After-Market Accessories for Snocrete Snow Blowers
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Snowblowers Loader-mounted snowblowers Self-contained snowblowers PTO snowblowers Snow & ice equipment Dump body inserts Airport & runway snow removal equipment Snow removal systems

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

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

Line Item	Category or Type	Offered *	Comments
71	Plows, blades, wings, blowers, and brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Snocrete D Series Snow Blowers Snocrete C Series Snow Blowers
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	SuperHaul Snow Body Truck Inserts
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aftermarket parts and accessories for Snocrete Snow Blowers and Super Haul Snow Body Truck Inserts

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - TABLE 11 Pricing Data.pdf - Thursday June 16, 2022 14:28:39
- [Financial Strength and Stability](#) - TABLE 2 LOR.pdf - Thursday June 16, 2022 12:23:51
- [Marketing Plan/Samples](#) - TABLE 7 Marketing Samples.pdf - Thursday June 16, 2022 12:24:01
- [WMBE/MBE/SBE or Related Certificates](#) - TABLE 8 SBE and SAM.pdf - Thursday June 16, 2022 12:24:10
- [Warranty Information](#) - TABLE 9 Warranty Documents.pdf - Thursday June 16, 2022 12:26:45
- [Standard Transaction Document Samples](#) - TABLE 10 Transactional Documents.pdf - Thursday June 16, 2022 12:29:18
- [Upload Additional Document](#) - TABLE 6 Parts and Service Documents.pdf - Thursday June 16, 2022 12:30:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - DeIVonna Wentz, Vice President, Fair Manufacturing 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_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	<input checked="" type="checkbox"/>	1