

**Solicitation Number: 062222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Douglas Dynamics, L.L.C., 11270 W. Park Place, Suite 300, Milwaukee, WI 53224 (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

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

Sourcewell

Douglas Dynamics, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 3:03 PM CDT

DocuSigned by:
Robert M. Poehlein
By: D204F81EA6E84D6...
Rob Poehlein
Title: Vice-President Sales
Date: 8/15/2022 | 10:50 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/15/2022 | 10:51 AM CDT

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

Vendor Details

Company Name: Douglas Dynamics, LLC

Does your company conduct business under any other name? If yes, please state: Western Products, Fisher Engineering, TrynEx International

Address: 7777 N 73rd St
Milwaukee, WI 53223

Contact: Heidi Sina

Email: sourcewellsales@douglasdynamics.com

Phone: 414-371-8619

Fax: 414-354-8448

HST#: 42-1623692

Submission Details

Created On: Monday May 09, 2022 10:19:04

Submitted On: Friday June 17, 2022 10:35:57

Submitted By: Heidi Sina

Email: sourcewellsales@douglasdynamics.com

Transaction #: f425caeb-018e-490c-a721-3968007a3187

Submitter's IP Address: 71.89.66.147

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")	Douglas Dynamics, L.L.C.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fisher, LLC, TrynEx International LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	d/b/a Western Products
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A - We do not do business directly with any government entities.
5	Proposer Physical Address:	11270 W. Park Place Suite 300 Milwaukee, Wisconsin 53224
6	Proposer website address (or addresses):	www.douglasdynamics.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):	Rob Poehlein, Vice-President, Sales 7777 N 73rd Street, Milwaukee WI 53223 rpoehlein@douglasdynamics.com 414-371-8631
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heidi Sina, Business Program Manager 7777 N 73rd Street, Milwaukee WI 53223 sourcewellsales@douglasdynamics.com 414-371-8619
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Frank, Business Development Manager 7777 N 73rd Street, Milwaukee WI 53223 mfrank@douglasdynamics.com 414-362-3857

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>Douglas Dynamics is the premier manufacturer and upfitter of commercial work truck attachments and equipment in North America. Our brands are trusted across the work truck industry based on more than 75 years of history and innovation, delivered consistently year after year. Over our 75 years, the company has grown to include five brands, including three market-leading brands in snow and ice control equipment, while our initial commitment to innovation, best-in-class continuous improvement, leadership, world-class quality, and service has remained the same. We take pride in manufacturing equipment and providing solutions that enable end-users to perform their jobs more efficiently and effectively, supporting the economic and physical well-being of millions of people across North America. "Grow, Improve, and Engage" has long been our focus as an organization to ensure we succeed by executing the right things. These are our Core Values and remain critical to our individual and organizational success. Embracing our Core Values provides a consistent focus on creating a culture where everyone can thrive. The Winning Behaviors are what each Douglas Dynamics team member does to support the success of our company: BE CUSTOMER & RESULTS DRIVEN, ANTICIPATE THE POSSIBILITIES, COLLABORATE & CARE, COMMUNICATE RESPONSIBLY, DEVELOP SELF & OTHERS, AND GET BETTER EVERY DAY. Our Core Values and Winning behaviors provide all team members with a clear roadmap to help us focus on winning as an organization. They set forth the expectations we have for ourselves and each other. We believe that we have one of the lowest employee turnover rates in our industry. Our focus on integrity, teamwork, and high performance has enabled us to create an ideal work environment for every one of our employees. Creating a culture of excellence is the key to our success, which is why we work hard to give our employees the tools and training to achieve more. We know that when our employees are taken care of, our business partners get the most out of their Douglas Dynamics experience, helping us to remain North America's premier manufacturer of vehicle attachments and equipment.</p> <p>Douglas Dynamics separates its portfolio into two segments: Work Truck Attachments and Work Truck Solutions. The Work Truck Attachments segment includes our operations that manufacture snow and ice control attachments and other equipment under the FISHER®, SnowEx®, and WESTERN® Commercial Snow and Ice brands. This segment and these brands are the focus of this proposal.</p> <p>Attached Documents: Please reference "Q10-2021 Annual Report", and "Q10-Company Information" in the Financial Strength and Stability upload category.</p>	*
11	What are your company's expectations in the event of an award?	<p>Our expectations in the event of an award are to demonstrate a commitment to fully embrace all terms and conditions of the Sourcwell contract and meet and/or exceed the current and future needs and requirements of Sourcwell participating entities. Our Work Truck Attachments segment provides the industry's broadest equipment offerings with a full range of snowplows, sand and salt spreaders, and related accessories. Our strong focus on innovation, world-class quality and service, and best-in-class continuous improvement results drive our exceptional customer loyalty and brand equity in this space. With capabilities in every vehicle class, our brands are widely recognized and highly regarded.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Douglas Dynamics, Inc. who owns 100% of Douglas Dynamics, LLC is a well-known seasoned issuer on the New York Stock Exchange. We have had over \$480 million in sales in each of the last 3 years with adjusted EBITDA over \$75.0 million in each of these years as well. We have over 1,800 employees across all of our locations.</p> <p>As of December 31, 2021, we had liquidity comprised of \$137.1 million comprised of approximately \$37.0 million in cash and cash equivalents and borrowing availability of approximately \$99.1 million under our revolving credit facility.</p> <p>Attached Document: Please reference "Q12-Financial Strength and Stability Resources" in the Financial Strength and Stability upload category.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>We have full confidence that we are the market leader in the North American markets in which we operate, with approximately 50%-60% market share domestically in the US. Management believes that, after ourselves, the next largest competitors in the market for snow and ice control equipment for light trucks are The Toro Company (the manufacturer of the Boss brand of snow and ice control equipment) and Meyer Products LLC, and accordingly represent our primary competitors for light truck market share for our Work Truck Attachments segment.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Within the Canadian market our presence is even stronger, averaging between 60%-70% market share.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Douglas Dynamics is a manufacturer with 1 corporate headquarters, 5 manufacturing locations, 2 development centers, 15 upfit and service centers, 1 global sourcing office in Beijing China, and 1,800 team members.</p> <p>We employ a sales force of 16 individuals and a service team of 13 members in our Commercial Snow & Ice Division (FISHER, SnowEx, and WESTERN brands) who are employees of Douglas Dynamics living and working across the United States and Canada.</p> <p>We sell through a trusted, vetted distributor and dealer network of more than 650 independent businesses, with approximately 3,200 points of sale/store locations within the United States and Canada. In one example, we have five wholesale distributor partners who have hundreds of factory authorized dealers through whom product is retailed. These distributors also employ additional sales representatives for the management of their dealers.</p> <p>In addition, in the fall of 2020, we announced a joint agreement with John Deere Company to become the allied supplier of WESTERN Snow and Ice control equipment for their Gator™ utility vehicles. This agreement uniquely positions the non-truck WESTERN product line to be sold in the same location as the utility vehicle, and extends the reach of WESTERN equipment to a larger number of servicing outdoor power equipment dealers across North America. This resulted in the addition of 1,225 new points of sale for WESTERN equipment (which are included in the 3,200 figure above). Douglas Dynamics desires to grow and expand our non-truck product portfolio and distribution, and this was a key move to that end.</p> <p>In 2017, Douglas Dynamics also acquired truck up-fitter Dejana Truck & Utility Equipment as part of the strategy to diversify its business outside of snow and ice control. Dejana Truck & Utility Equipment also distributes our snow and ice control equipment, but the remaining dealers and distributors are independent businesses with no ownership affiliation with Douglas Dynamics.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The FISHER, SnowEx, and WESTERN brands under Douglas Dynamics have contracted bidding opportunities through our distributor/dealer network. Those entities are considered the prime bidder responsible for holding license and certification to conduct business in their states. Douglas Dynamics certifies that any order generated from the Sourcwell contract will be processed according to the Sourcwell participating entity's states' laws and regulations.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a). Milwaukee Journal Sentinel Top 100 Workplaces Award – 13 consecutive years in a row (2010– 2022). This program recognizes businesses and organizations in Southeast Wisconsin that provide their employees with a great work environment, flexibility, advancement opportunities and other tools they need to succeed. We are one of a handful of organizations who have won this award consecutively every year since the Milwaukee Journal Sentinel first developed it 13 years ago. And we have consistently been ranked in the Top 10 within the midsize category.</p> <p>b) Snow and Ice Management Association (SIMA) Philanthropic Leadership Award (2017) – Fisher Engineering, part of Douglas Dynamics, received the SIMA Philanthropic Leadership Award in June 2017. This award recognizes the most charitable and generous members (individual or company) who practice social responsibility and humanitarianism. This award was given to Fisher Engineering for all of the work they do to support the Maine Breast Cancer Coalition, as well as the Susan G. Komen Fund for Breast Cancer Research. In addition to their efforts of supporting breast cancer research, Fisher Engineering also supports Habitat for Humanity, local food pantries and homeless coalitions in Maine, and Trekkers, which is a mentorship organization that connects young people with caring adults. In order to further advance their support efforts, Fisher Engineering has a program that matches employee donations to the united Midcoast Charities (UMCC). This provides the opportunity for employees to make twice the impact and strengthens the bond between the employees and FISHER organization.</p> <p>c). Certified Snow Professional and Advanced Snow Manager Certifications – Douglas Dynamics has several employees who hold either Certified Snow Professional (CSP) accreditations or Advanced Snow Manager (ASM) Accreditations, and in some instances both. These accreditations were developed for owners, operators and executives within the snow and ice industry. The CSP program focuses on the critical elements of running a professional snow business and recognizes a level of service quality and value to customers. The ASM program is a self-paced, interactive training program includes these four certificate courses: Core Principles, Plowing Operations, Sidewalk Operations, and Ice Management. These accomplishments illustrate our values of safety and quality throughout all of our organization.</p> <p>d). Sarah Lauber was named Chief Financial Officer of the Year by the Milwaukee Business Journal (August 2020). Lauber serves as Douglas Dynamics' CFO and Secretary and was one of only two honorees among publicly held companies in the seven-county Southeastern Wisconsin area who was named CFO of the Year.</p> <p>e). Bronze Telly Award for FISHER Anthem Video (2018) - Douglas Dynamics won the Bronze Telly Award for the FISHER Anthem video. The Telly Awards honor the very best film & video productions, groundbreaking online video content, and outstanding local, regional, & cable TV commercials and programs. They receive thousands of entries in a wide range of categories so it's truly an honor just to be recognized. The Telly Award for the FISHER Anthem video was received in the "General-Corporate Image" for "Branded Content" category, which is highly competitive. Some of the other companies/brands that also received recognition in the category included Radio Flyer, UPS, PBS, Pan American Energy, Young Living Essential Oils amongst other brands.</p> <p>f). Recognized NTEA MVP Member for over 50 years– The Douglas Dynamics brands are NTEA MVP Members. The NTEA Member Verification Program recognizes companies for successfully implementing specific business standards and processes and for taking the necessary steps to comply with applicable government regulations. Suppliers and upfitters with MVP status are identifiable to fleet managers and truck dealers as having achieved a higher commitment to excellence by their effective use of safety and quality standards. Program criteria can involve liability insurance, warranty programs, vehicle and employee certification, safety policies and quality assurance — factors important to dealers, fleets and OEMs. Please visit this link to see our membership: https://www.ntea.com/NTEA/Directory/MVP.aspx</p> <p>g). Keynote Speakers and Industry Experts: Douglas Dynamics has been recognized as product experts and industry leaders at many industry wide trade shows and events, including being asked to be the keynote speakers at National Trade Shows such as the American Public Works Show in 2017 in Des Moines, IA and the SIMA Snow and Ice Symposium in 2015 in Schaumburg, IL and 2017 in Montreal. We are key contributors at many industry related events such as Higher Ground University, the New Hampshire Salt Symposium, Bruce Wilson events, and Snowfighters Institute to mention a few.</p> <p>h) Detroit Free Press Top Workplace in Michigan awarded to Douglas Dynamics' Madison Heights Operations for the third consecutive year (2019-2021).</p> <p>Attached Documents: Please reference "Q19a-Top Workplace-online", "Q19b-PenBay Pilot", "Q19b-SIMA Philanthropic Award", "Q19d-Sarah Lauber CFO-Biz Journal", "Q19f-DD COVID resources-NTEA", "Q19f-NTEA MVP Membership", "Q19g-Dean Fisher scholarship", "Q19g-SIMA In Focus", "Q19h-Top Workplace-DetroitFreePress" in the Upload Additional Documents category.</p>
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20	What percentage of your sales are to the governmental sector in the past three years	The following figures are based on Municipal and Sourcewell claims submitted by our dealers: 2021 - Plows 7.4%, Hopper Spreaders 8.2%, Tailgate Spreaders 1.8% 2020 - Plows 9.9%, Hopper Spreaders 9.9%, Tailgate Spreaders 2.4% 2019 - Plows 9.1%, Hopper Spreaders 10.0%, Tailgate Spreaders 1.9%	*
21	What percentage of your sales are to the education sector in the past three years	The following figures are based on Municipal and Sourcewell claims submitted by our dealers: 2021 - Plows 1.4%, Hopper Spreaders 2.1%, Tailgate Spreaders 0.9% 2020 - Plows 2.0%, Hopper Spreaders, 2.3%, Tailgate Spreaders 1.8% 2019 - Plows 2.0%, Hopper Spreaders 2.5%, Tailgate Spreaders 1.1%	*
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?	Douglas Dynamics is a manufacturer who sells FISHER, SnowEx and WESTERN products through a network of more than 3,200 points of sale within the United States and Canada. As a manufacturer, we do not hold state and cooperative purchasing contracts directly, but our dealers participate in numerous contracts including, but not limited to: DCMO BOCES, Educational Services Commission of New Jersey 18/19-25, Morris County Cooperative Pricing Council 15-C, NYS OGS Group 40440 Award 23166, Onondaga County ONGOV-106-19/Ref 7974, State of Connecticut, State of Delaware GSS19560, State of Minnesota Contract 176433, State of New Jersey contracts T-2100, T-2101, and T-3063, State of Ohio RSI006902, State of Pennsylvania COSTARS PENN DOT, and DGS 4400021672, State of Rhode Island MPA559 Award 3598586, State of Utah MA509, State of Virginia E194-73326-MA2041, State of Wisconsin 505ENT-M21-VEHICLES RFB 28352, Warren County WC16-10, and University of Wisconsin 22-5431.	*
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?	Douglas Dynamics is a manufacturer who sells FISHER, SnowEx and WESTERN products through a network of more than 3,200 store locations within the United States and Canada. As a manufacturer, we do not hold GSA contracts directly, but a number of our dealers hold and actively participate in GSA contracts.	*

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 *	
Cherry Hill Board of Education (NJ)	Jeff Schofield	856-429-5600	*
City of Newburgh (NY)	Ercole Lanzillotti	845-565-3297	*
Indiana University (IN)	Amanda Wilson	812-855-3301	*

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 *
COSTARS	Government	Pennsylvania - PA	Cooperative purchasing program in which registered and eligible local public procurement units and state-affiliated entities are able to cost-effectively and efficiently identify suppliers. This could involve both government and educational entities.	1,500 units (2019-2021)	2021 - \$2,900,981 2020 - \$2,800,365 2019 - \$2,612,130
State of New Jersey	Government	New Jersey - NJ	State contract(s) awarded for the purchase of current model year trucks and after-market equipment. State extends award to the Purchase Bureau's cooperative purchasing partners including quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and state colleges. This could involve both government and educational entities.	850 units (2019-2021)	2021 - \$1,235,978 2020 - \$1,759,995 2019 - \$1,434,596
State of New York OGS	Government	New York - NY	This award includes backdrop contracts for the acquisition (purchase or lease) of new single OEM Vehicles, Chassis and Bodies in Class 1-8 vehicles, as well as related options and aftermarket components. This could involve both government and educational entities.	500 units (2019-2021)	2021 - \$885,807 2020 - \$868,572 2019 - \$1,123,883
Onondaga County	Government	New York - NY	Award provides class 4-7 vehicles which may include installed optional body(s) plows and associated accessories for any municipalities authorized under General Municipal Laws of the state. This could involve both government and educational entities.	300 units (2019-2021)	2021 - \$498,824 2020 - \$650,051 2019 - \$735,237
State of Utah	Government	Utah - UT	Cooperative contract for snowplows, spreaders, and blades to be installed on super duty trucks and smaller units. This could involve both government and educational entities.	300 units (2019-2021)	2021 - \$465,091 2020 - \$531,320 2019 - \$789,933

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.	Douglas Dynamics employs a team of 16 outside sales representatives (Regional Sales Managers) who reside within their territories around the country. These territories are geographically disbursed to most efficiently serve any region of the United States and Canada. Each Regional Sales Manager operates a company demo vehicle which allows them to conduct field demonstrations and customer training on key product lines within our portfolio. Additionally, we also employ a team of 16 Inside Sales Representatives who work out of our three manufacturing facilities located in Madison Heights, Michigan, Milwaukee, Wisconsin, and Rockland, Maine.	*
27	Dealer network or other distribution methods.	<p>We have the best dealers in the industry, and are represented by more than 3,200 independent dealer locations throughout the United States and Canada. Dealers are regularly visited by their Regional Sales Managers and provided with program and product training. Regional Sales Managers will also often accompany dealers on customer visits. These dealers are independently owned businesses who undergo an extensive review process prior to being onboarded as a factory authorized dealer. Once being approved as a dealer, they will provide inventory, installation capability, service capability and parts support to our mutual customer base.</p> <p>Attached Document: Please reference "Q27-Links to Brand Dealer Locators" in the Upload Additional Documents category.</p>	*
28	Service force.	<p>In addition to our 13 factory service technicians, Douglas Dynamics is represented by thousands of dealer installation and service technicians as well. These Dealer technicians are factory trained through an extensive regional technical training program each year. In 2022, Douglas Dynamics will conduct over 65 regional technical training schools throughout both the US and Canada, responsible for training nearly 1,400 dealer technicians.</p> <p>Attached Documents: To view samples of training offered, please reference "Q28-FISHER 2022 Service Schools and Master Mechanic Program" and "Q28-WESTERN 2022 Service Schools and Master Mechanic Program" in the Upload Additional Documents category.</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>Sourcewell participating entities can place orders in two ways.</p> <p>First, they can place an order through any authorized FISHER, SnowEx, or WESTERN dealer. Authorized dealers are identified in the Dealer Locator section of each of our brand websites (https://fisherplows.com/dealers/, https://snowexproducts.com/dealer-locator/, https://westernplows.com/dealers/).</p> <p>Sourcewell participating entities can request pricing in advance of placing orders from our dealers, or from the factory directly (sourcewellsales@douglasdynamics.com). Sourcewell contract pricing is available to our dealers 24/7 on the dealer portal of each brand's respective website. Once the order is placed, the dealer will either utilize product they have in stock to fulfill the order or place an order with the factory. Inside Sales agents will be able to provide a lead time to the dealer which can be relayed to the Sourcewell participating entity. After installation, the dealer will invoice the Sourcewell participating entity at the contracted pricing. Dealers will submit copies of their invoices to the factory after the sale and these invoices are audited to ensure that the proper pricing was extended.</p> <p>The second method in which Sourcewell participating entities can place orders is through EqualLevel Network, Sourcewell's own online marketplace. As this is a new advancement from Sourcewell, we did not receive orders via this method in our current contract, 080818-DDY, but we look forward to exploring and participating in this option if awarded this new contract.</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.	Douglas Dynamics employs 16 inside sales/customer support personnel who are located in Madison Heights MI, Rockland ME, and Milwaukee WI. All of these individuals are cross trained to address inquiries related to all three brands – FISHER, SnowEx, and WESTERN. For the past three years, our average Telephone Service Factor rating was 99.8%, which means that 99.8% of incoming calls were answered in 30 seconds or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are both willing and able to provide our products to Sourcewell participating agencies in the United States. I believe our participation in the current Snow and Ice Handling Equipment contract (080818-DDY) exemplifies our desire to be the leading snow and ice control manufacturer on the contract.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are both willing and able to provide our products and services to Sourcewell participating entities in Canada. In Canada, Douglas Dynamics enjoys a strong market presence with over 400 Dealers providing sales and service to its products. Due to the complexity of conducting business in a different country, Douglas Dynamics relies on longstanding and proven distribution partners to coordinate warehousing inventory within the country, absorbing the ever-increasing cost of freight to transport inventory into the country, handling customs paperwork, and managing exchange rates. Due to the aforementioned added costs to conduct business in this manner and accommodate the exchange rates, Douglas Dynamics will require a separate Canada Sourcewell price book, in Canadian dollars. As part of the RFP process, we are prepared to extend the agreement into Canada and are officially submitting the pricing for Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None known with the exception of Hawaii. There is generally not a market for our products in Hawaii, so we have no distribution channels located there.	*
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?	None known	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None known with the exception of Hawaii. There is generally not a market for our products in Hawaii, so we have no distribution channels located there.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Douglas Dynamics is proud to be affiliated with industry organizations and groups committed to advancing the snow and ice control industry; like NTEA, SIMA, ASCA, APWA, and Snowfighter's Institute. We attend various national level trade events throughout the year, including Work Truck Week (NTEA), APWA Snow Show, SIMA Symposium, and Equip Expo (formerly GiE+ Expo).</p> <p>We promote these industry partners through each brands' Websites, Social Media, Printed Material/Brochures, Print Ads, E-Blasts, Digital Marketing, Tradeshows, and Dealer Advertising.</p> <p>In addition to the industry events mentioned above, following is a sample of other annual events where we promote the Sourcewell program to the municipal market:</p> <ul style="list-style-type: none"> • Western Snow and Ice Conference, Loveland, Colorado • North American Snow Conference Omaha, NE • Regional & National APWA Events: <ul style="list-style-type: none"> o North American Snow Conference – (last event was Pittsburgh, PA) o APWA Midwest Michigan Snow Plow Rodeo o APWA – Long Island (hosted by Nassau County & Orange County) o APWA Show in Villa Park IL • Lake County DOT • NY Hard Hat Expo – March – Syracuse, NY • NYC Fleet Show – NYC Parks & Rec – May - Flushing Meadow Corona Park, NY • NYS Highway & Public Works Expo – Oct- Syracuse, NY • Empire Farm & Equipment Show - Pompey, NY • MN DOT Fall Maintenance Expo, St Cloud, MN <p>Attached Documents: Please reference multiple samples of our marketing materials, as well as trade show photos where the Sourcewell flag is prominently displayed, within the Marketing Plan/Samples upload category.</p>	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Understanding the core audience profiles of the FISHER, SnowEx, and WESTERN brands is at the center of our digital marketing strategy. Through this knowledge and understanding the customer's journey with our equipment, our branded websites are set up to assist our customers in finding the best product for their vehicle application and performance needs. The websites then funnel customers to our dealer locator where they can find their best local sales outlet.</p> <p>We partner with industry leading digital marketing providers that execute multi-tactic digital marketing campaigns targeting our core audiences. These digital campaigns include geo-fencing, digital display, YouTube pre-roll, remarketing, and OTT. We have a robust search engine marketing campaign that support keywords for core and growth products.</p> <p>Our social media channels are very active - with more than 100K followers between Facebook and Instagram with our three main snow & ice brands. We use Facebook and Instagram to target winter storms in-season to drive engaged traffic to our dealer locators for those looking to prepare for the forecasted winter event.</p> <p>We offer several programs for our dealers to participate in. The first is lead generation that provides them with a microsite for FISHER and WESTERN brands that has a lead form. Social, search, and digital display campaigns are then run on their behalf to drive traffic to their dealer specific lead generation site. The second is a social content program that publishes manufacturer created content directly to the dealer's Facebook page. This provides direct benefit to the dealer, allowing them to capitalize on all page followers and directly comment.</p> <p>Attached Document: Please reference "Q37-Digital Asset Links" within the Marketing Plan/Samples upload category.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Promotional assistance from Sourcewell has been appreciated and utilized in the past to help reinforce the message and importance of this national contract. Having our organization clearly identified as an awarded vendor on the Sourcewell website has been successful to lead participating entities to us in the past and would be effective in the future. A formal press release announcement made on behalf of Sourcewell announcing the partnership would further expand the reach of the contract beyond what our own PR efforts would gain. We ask for continued training and webinars on how to create success with our contract. As for how we will incorporate a Sourcewell-awarded contract into our sales process, communication and training will be critical. We will conduct training to our internal and external sales teams on the new contract, together with direction as to where the new documentation, process, and pricing can be located. We will also send an email blast to our dealer network announcing our continued partnership, as well as providing resources so they can solicit and receive orders seamlessly from Sourcewell participating entities. Sourcewell has been a solid and trusted partner in the past, and we hope to continue this relationship for the next four years.</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.	<p>At this current point in time, our eCommerce website is available to authorized WESTERN and FISHER dealers.</p>

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.	<p>FISHER, SnowEx, and WESTERN Technical Service teams conduct service schools for hundreds of dealers/customers each year where we cover new and existing product. The training consists of warranty submission information, new equipment familiarization, as well as troubleshooting procedures for plows, spreaders and liquid application equipment. We have unique and specifically designed training stands used as aids for students to troubleshoot and provide a hands-on experience. The training levels range from beginner to expert and these schools are held across the country. FISHER and WESTERN brands offer a Master Certification program which allows the most seasoned technicians to become "Master Qualified" technicians after passing a written and hands-on exam. Douglas Dynamics brands also offer a library of online training modules for both the dealer and the customers on our branded websites. These modules are generally technical in nature and bring the power of the in-person service school training to the web, providing the ultimate in convenience by allowing viewers to receive training on their own schedule and without leaving their office/home.</p>

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Douglas Dynamics prides itself on innovation and staying ahead of the competition. It is what has made Douglas Dynamics North America's premier manufacturer and upfitter of commercial vehicle attachments and equipment. We currently hold fifteen active patents specific to snow and ice removal technology which provide exclusive features and benefits for our products to help snow removal be performed more effectively and efficiently. In addition to the multiple active plow and hopper patents, a universal feature across all Douglas brands includes the FLEET FLEX Electrical System, providing true fleet interchangeability, easy operation, increased reliability, simple wiring and easy installation for plows and spreaders. Additional FLEET FLEX features on plows include programmable "soft-stop", "one-touch" float, and built-in SECURITY GUARD™ Anti-Theft System.</p> <p>WESTERN snow and ice products include a number of advanced technology features that set WESTERN apart from the competition; most notably the UltraMount® 2 plow mounting system with patented pivot bar and extra-wide flared receiver brackets for quick and easy vehicle/plow attachment.</p> <p>Advanced technology features of Fisher Engineering's snow and ice products include, but are not limited to, the reliable Minute Mount® 2 snowplow mounting system that allows for easy hook-up with no tools required and no electrical switches to fail. FISHER plows also incorporate the industry leading trip-edge design, protecting both the operator and the equipment when encountering hidden obstacles.</p> <p>SnowEx has an established tradition of innovation, introducing many of the industry's most productive and popular snow and ice products. The SnowEx Automatixx® attachment system is revolutionary with quick hydraulic attach and the first in the industry plow stand that completely raises and lowers automatically for fast and easy plow/vehicle attachment.</p> <p>Attached Document: Please reference "Q41-Patents" within the Upload Additional Documents category.</p>
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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>At Douglas Dynamics, we are committed to providing world-class products and services that minimize harm to the environment and public health. As a public company, Douglas Dynamics is committed to the goals of revenue growth and increasing shareholder value year over year. We believe these goals can be attained responsibly while we continue to reduce our manufacturing environmental impact footprint.</p> <p>We continue to invest in leaner and greener programs that have allowed us to monitor our environmental impact and execute projects that reduce our energy consumption, waste, and water consumption.</p> <p>We utilize an extensive Environmental, Health, and Safety (EHS) planning tool that supports many aspects of EHS management and reporting. Some categories within this tool include Facility Information, Reporting/Record Keeping, Health & Safety, Air Quality, Water Quality, Waste Management, Soil & Ground Water, Emergency Plan & Preparedness, Facility Permits, Training, and Certification Statements. Our EHS Management Plan helps us to track the timing of such activities, the policies and regulations we are required to comply with, target metrics and data collection, program ownership, and the standard procedures utilized for consistent execution.</p> <p>We initiated several projects in the past few years with the goal of reducing energy consumption levels. As an example, many of our facilities have updated to reflective roofing to help offset cooling costs. We have partnered with our local power and energy companies to change our lighting from halogen to LED bulbs and implement sensor technology to minimize unnecessary electric consumption. As we build new facilities and make updates to existing locations, we assess the usage of full smart sensor technology and the utilization of more natural lighting and open workspaces.</p> <p>We follow all local, state, and federal guidelines in managing our hazardous waste. We have worked with Waste Management to assess our overall waste profile, including waste to landfill, waste to energy, and recycled waste. We are developing a long-term plan to reduce the amount of waste in our production processes that goes to landfills. We have already initiated programs throughout Douglas Dynamics to increase the total amount of waste we recycle. Steel is a core commodity we use in our manufacturing processes, and all scrap steel is thoroughly collected and recycled. We recycle office furniture regularly as updates are made to our facilities. We also recycle batteries, paper, plastics, and metals in all production and office workspaces.</p> <p>In 2020, we recycled a total of 11,656,008 lbs (5,800 tons) of steel in our Milwaukee, WI and Rockland, ME facilities. During that same time period, our recyclable waste (ie, cardboard, paper, and plastic bottles) totaled 974,000 lbs (487 tons).</p> <p>Water is an extremely valuable resource that touches almost everything we do, and so a robust water consumption plan is essential to our business. We have started to reduce our water usage in our manufacturing processes where possible, and we have also found ways to recycle this resource through innovative reverse osmosis technology. In addition, we are actively working with our local sewage districts to mitigate the amount of run-off in our processes to help prevent sewage overflow. The Milwaukee Metropolitan Sewerage District has recognized Douglas Dynamics as a Significant Industrial User in the District's regulatory program. We have been recognized 16 times on their Honor Roll for our efforts to protect the environment while contributing to the economic vitality of the region.</p> <p>Finally, we just began a partnership with "Enel-X" to consolidate our utility bills across all locations so we can better track our greenhouse gas emissions in an effort to look for improvements. This is a developing project and we are currently in the data collection phase to help us learn how to make better decisions going forward for improving our environmental impact.</p> <p>Attached Document: Please reference "Q42-2020 DD Corporate Social Responsibility Report" within the Upload Additional Documents category.</p>
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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>Product Innovation - We have been leading the transition in the snow & ice management industry from gas-powered hoppers to all-electric hoppers. Additionally, we have invested heavily in our brine products, which help reduce damage to infrastructure, waterways, and vegetation and effectively reduce standard salt application rates by up to: 75% by anti-icing, 30% pre-treating stockpiles, and 30% by onboarding pre-wetting salt.</p> <p>Energy Consumption - We have partnered with our local power and energy companies to change our lighting from halogen to LED bulbs and implement sensor technology to minimize unnecessary electricity consumption.</p> <p>Waste Management - We have initiated programs throughout all our facilities to increase the total waste we recycle, and we currently recycle batteries, paper, plastics, and metals in all production and office workspaces. *</p> <p>Water Consumption - We have started to reduce our water usage in our manufacturing processes where possible, and we have also found ways to recycle water through innovative reverse osmosis technology.</p> <p>Biodiversity - We are committed to preserving as much green space as possible and maintaining the natural habitats around our facilities. For example, during the recent expansion of our facility in Rockland, Maine, we worked with the local Department of Natural Resources to ensure the preservation of the habitat of the spotted Salamander.</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>Douglas Dynamics is committed to utilizing our resources for the betterment of the communities we serve. All our business units have a dedicated donations committee responsible for supporting local non-profit organizations through employee input. We provide support both financially and through employee volunteering opportunities. Supporting our community also has the added benefits of emphasizing brand recognition and increasing employee retention. At an organization-wide level, we provide a 100% match for employee donations to the United Way. In addition to United Way, we support three principal areas through corporate cause marketing: military and veterans (Hometown Heroes), breast cancer research (Susan G. Komen), and STEM programs (Be the Spark). Through our cause marketing efforts, we have generated significant attention to and donations for each of these great causes. *</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>The Commercial Snow & Ice Division of Douglas Dynamics differentiates its “Best in Class” premium product through the continuous improvement of our lean manufacturing production processes to eliminate waste and drive production efficiencies, while maintaining “World Class” quality and competitive pricing. The foundation of our learning and execution is known as the Douglas Dynamics Management System (DDMS). DDMS is our collective and holistic approach to running our business. DDMS encompasses best-in-class business processes and structured problem-solving techniques to drive business performance in a way that can be deployed with speed and promotes effective integration and sustainable growth. DDMS is an integrated system that continues to evolve with our business to deliver on strategic priorities and goals through a culture of continuous improvement, people who embrace change, world-class processes, and practical tools. *</p> <p>We believe that sustainment of our DDMS success requires team members to demonstrate our Winning Behaviors and embrace our DDMS principles. These principles have been identified throughout our 15+ years of being on a continuous improvement journey. While the DDMS tools and methods—closely aligned to the Toyota Production System—provide the mechanics of what we do, the DDMS principles represent how we do it:</p> <ul style="list-style-type: none"> • Understand our Customers • Seek out the Data • Be Creative and Curious • Simplify the Process • Work as a Team, Win as a Team <p>Attached Document: For additional information on our DDMS system, please reference “Q45-What is DDMS” within the Upload Additional Documents category.</p>

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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, our warranties cover all products, parts, and labor as long as the failure was a manufacturing defect and not the result of customer negligence, accident, or improper installation, maintenance, care, or storage. Wear items are not covered unless they were manufactured incorrectly. Labor flat rates are published in the applicable brand's warranty manual.</p> <p>Douglas Dynamics warrants to each purchaser of a Douglas Dynamics snowplow or spreader that the equipment will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Douglas Dynamics warrants to each purchaser of a Douglas Dynamics Snow Pusher that the equipment will, for a period of ten (10) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants Snow Pusher accessories, service parts, and components purchased separately for a period of sixty (60) days after original purchase to be free from defects in material and workmanship. Please refer to attached warranty documentation for further details. Any discontinued product would be covered with the original warranty and receive factory support for service parts for a minimum period of 7 years.</p> <p>Attached Documents: Please reference "Q46-FISHER Magnuson Moss Warranty Notice", "Q46-SNOWEX Magnuson Moss Warranty Notice", and "Q46-WESTERN Magnuson Moss Warranty notice" in the Warranty Information category.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Our warranty covers product two (2) years from date of original purchase for snowplows and spreaders, one (1) year for snowplow and spreader service parts and accessories, ten (10) years for snow pusher, and sixty (60) days for snow pusher service parts and accessories. Any discontinued product would be covered with the original warranty and receive factory support for service parts for a minimum period of 7 years.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
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. Douglas Dynamics provides warranty coverage through our extensive dealer network throughout Canada and in all states in which snow and ice handling equipment is utilized, with the exception of Hawaii. All warranty repairs will be performed by any of our factory authorized dealers.	*
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. We are the original equipment manufacturer for all of our products, other than our gas spreader engines. Those engines will be repaired and covered by the original equipment manufacturer. (Note: Gas engine hopper spreaders were discontinued in March 2022, but are still included within the warranty documentation as there are still units in the field.)	*
51	What are your proposed exchange and return programs and policies?	<p>We do not have a return or exchange policy for purchased goods under warranty. These will be repaired according to the applicable warranty policy.</p> <p>With regards to products/parts incorrectly ordered or damaged during shipping:</p> <ul style="list-style-type: none"> o Goods damaged during shipping will generally be covered under warranty or by the shipping company depending on where the damage occurred. o Shipping errors resulting from a Douglas Dynamics team member ordering the wrong product/part or the wrong product/part being picked will be covered under warranty and would be replaced with the correct part or whole good. o Order/shipping errors made by the dealer are the responsibility of the dealer. o Sourcewell members who order products in error may be responsible to the servicing dealer for restocking fees and applicable shipping charges. 	*
52	Describe any service contract options for the items included in your proposal.	Many of our independent dealers offer their own service contracts. As a company we have none at this current point in time, but we would be happy to supply a quote for any such request should one be requested by a Sourcewell participating entity.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30 days from date of invoice. Accepted forms of payment include: Check, ACH, Wire Transfer, or Credit Card.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Sourcewell participating entities may utilize all retail, leasing, or credit card financing available, provided qualifications are met. By nature of the seasonal business, the terms and availability of these programs will fluctuate but could provide significant value. Individual FISHER, SnowEx and WESTERN programs may vary by brand, but can offer members choices that best fit their needs.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>As a manufacturer who sells product to Sourcewell participating entities through an independent dealer network, we provide our dealers with the tools and resources needed to fulfill the terms of the contract and provide them with a rebate after the sale. During our pre-season "early order" period, we include a one page summary of the Sourcewell contract for dealers to keep this program front of mind as they are writing their stocking orders.</p> <p>We offer Sourcewell resources on the dealer portals of our brand websites for access 24/7. These tools include contract pricing in an easy to understand format, contract guidelines, sales rebate claim forms, a link to The Sourcewell Advantage video, Sourcewell marketing materials, and the current Sourcewell membership list.</p> <p>On our public facing websites, we are proud to mention that we have been awarded a Sourcewell Contract (080818-DDY) and provide useful information to potential Sourcewell participating entities. Some of this information includes eligible product covered under the contract, advantages to the Sourcewell program, quick links including an overview of Sourcewell, how the contract works, how to become a member, and how to find a dealer. We provide a dealer locator so the entity can enter their zip code and immediately have access to a list of dealers in their area, all of whom are eligible to sell under our Sourcewell contract. We also provide a direct link to the factory should they wish to speak with a Sourcewell representative there.</p> <p>Attached Documents: Please reference our Sourcewell rebate claim forms within the Standard Transaction Document Samples category. These are forms completed by our dealers after a Sourcewell sale. They also serve as reference documents prior to the sale as they clearly indicate the Sourcewell contract price for each product offered to ensure that contract pricing is not exceeded.</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card and credit card payments and there would be no cost to Sourcewell participating entities for utilizing either option.

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.	<p>The pricing model for Douglas Dynamics is based on discounts by product category, but pricing is displayed on a line-item basis utilizing either a single standard item number price, or, in some cases, an equipment package price comprised of multiple items, configured to match specific vehicle requirements. Please reference attachments for our proposed pricing for all items to be considered as part of our RFP response.</p> <p>Attached Documents: Please reference our pricing materials in the Pricing upload category.</p>

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.	<p>In order to provide the most competitive price possible, discounts vary according to the brand and category of product.</p> <p>Discounts within the US program are calculated off of published LIST pricing and are as follows:</p> <p>FISHER Truck-Mounted Equipment: All Wholegood Products 27%, Accessories 20%</p> <p>WESTERN Truck-Mounted Equipment: All Wholegood Products 27%, Accessories 20%</p> <p>FISHER Non-Truck Product Portfolio: All Wholegood Products 22%, Accessories 20%</p> <p>WESTERN Non-Truck Product Portfolio: All Wholegood Products 22%, Accessories 20%</p> <p>SnowEx: Plows (all) 22%, Hopper Spreaders 18-22%, Tailgate Spreaders (all) 22%, Accessories 20%</p> <p>As a company based in the United States, we do not provide our dealers with price books in other currency at this time. As a result, we do not have a published LIST price in Canadian dollars. Cross-border commerce can present challenges, but we feel we have created a successful strategy to appeal to Sourcewell's participating entities in Canada. Our Sourcewell Canadian program is offered in Canadian dollars and reflects the cost basis to transfer product internationally and accounts for the current exchange rate.</p>	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Douglas Dynamics is offering the best price possible for single and small quantity purchases. However, if the Sourcewell member is prepared to make a purchase that approaches or exceeds a dozen or more units, we would be pleased to supply a quote for each such request and pass on the "economies of scale" that are inherent in multiple transactions. These requests will be evaluated on a case-by-base basis and the Sourcewell participating entity should reach out to Douglas Dynamics directly.	*
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.	All products we offer are included on the Sourcewell price list and there are no additional products that would fall into a "sourced request" category. In the event there are ancillary products the customer is seeking, they would be quoted by the dealer/installer.	*
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.	Pricing provided includes equipment only. All transactions are also subject to additional fees including shipping, labor, and/or any other supplies required to complete the installation, if applicable. Such costs would be determined by the supplying FISHER, SnowEx, or WESTERN authorized dealer and added to the product invoice.	*
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.	The Sourcewell participating entity will contact their closest or preferred dealer. If the desired product is in the dealer's inventory and obtained during a prepaid free freight program, the Sourcewell entity's shipping cost would be negligible. If the product is unavailable in the local market and requires shipment, a freight quote can be provided and Douglas Dynamics would use its industry best freight rates and shipping methods.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be charged FOB Factory to Dealer if the order was not placed during a prepaid free freight program (Alaska, Canada, International). Shipment to Hawaii is not applicable as we have no snow and ice management distribution channels there.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The FISHER and WESTERN brands sell through an authorized direct dealer network. Some of those dealers may also sell through associate dealers of their own, all of whom must pass a rigorous account approval process through Douglas Dynamics.</p> <p>The SnowEx brand sells through a combination of authorized direct dealers, as well as wholesale distribution partners who have hundreds of factory authorized dealers under them.</p> <p>The combination of these different distribution methods results in 3,200 total points of sale.</p> <p>Douglas Dynamics annually ships an average of 2,500 Flatbed loads, 10,000 LTL Loads, and 43,000 Parcel Shipments. In fall of 2020 we formed a partnership with GlobalTranz (formerly Cerasis). This partnership has resulted in carrier optimization, better shipment visibility, simplified and aligned freight invoicing, and additional resources to manage smooth delivery. This system offers a dynamic carrier selection based on the best cost and lead time for every single shipment using a Transportation Management System.</p> <p>During our preseason ordering period (March through September), Douglas Dynamics offers dealers and distributors the opportunity for prepaid freight on qualifying orders. 65% of our annual order volume is received during this time period with most dealers and distributors qualifying for free freight. Dealers who receive product freight-free will not have any freight charges to pass along to Sourcewell participating entities.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	<p>We have set the Program Sell Price for sales made under the Municipal Program to be the same as the Sourcewell Contract Pricing. We also offer our dealers the same rebate whether product is sold under the Municipal Program or the Sourcewell Contract. Douglas Dynamics absorbs the Sourcewell 2% administrative fee and does not pass it along to our dealers.</p> <p>Attached Documents: Please reference claim forms for our Municipal Program in the Upload Additional Documents category. These forms confirm that the program sell prices and dealer rebates are the same as the pricing and rebates offered under the Sourcewell contract.</p>

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.	<p>Douglas Dynamics offers our dealers a rebate on qualifying sales to Sourcewell participating entities. As a result, we require documentation of each sale which is thoroughly reviewed for compliance before the rebate is issued.</p> <p>The calculation and distribution of the Sourcewell administrative fee falls under the Business Development team at Douglas Dynamics. We have a Business Program Manager who manages this reporting, with oversight provided by the Business Development Manager. In 2019, we made major enhancements to our internal rebate reporting database which enables us to capture all of the information required by Sourcewell on the quarterly reports with each sale. This information gathering at the time of sale enables us to generate the quarterly reports and send the associated administrative fees on time, every time, quickly and easily. We have an excellent track record of on-time fee payment on the current contract (080818-DDY).</p> <p>Attached Documents: Please reference "Q66-Process and Database Enhancements" in the Upload Additional Documents category.</p>
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.	<p>As with our current contract (080818-DDY), Sourcewell sales would be recorded and reported in a number of different areas and methods. They are tracked monthly in the Policy Deployment report of the Business Program Manager as well as in the Business Development Revenue report of the Business Development Manager. In addition, these figures are reported out on a scheduled basis during a Commercial Snow & Ice Business Update meeting.</p>
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.)	<p>Douglas Dynamics will quarterly pay the customary 2% administrative fee to Sourcewell on all sales. This is not a line-item addition to the Member's cost of goods, nor is it passed along to our dealers who are selling and installing the equipment to the Sourcewell participating entities. Douglas Dynamics absorbs this administrative fee in its entirety.</p> <p>Attached Documents: Please reference "Q68-Administrative Fee 080818-DDY" in the Upload Additional Documents category for a summary of the administrative fee paid for our current awarded contract.</p>

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.	<p>Douglas Dynamics is the premier manufacturer and upfitter of commercial work truck attachments and equipment in North America for Class 1 through 6 trucks which are sold under the FISHER, SnowEx and WESTERN brands. We provide the industry's broadest equipment offerings and will include in our proposal a full range of snowplows for trucks, UTVs, compact tractors, and skid-steers (straight blades, V-plows, and winged plows in mild steel, stainless steel, and poly materials); hopper spreaders for truck beds or UTV beds (in stainless and poly materials); tailgate spreaders for truck tailgates or UTV applications; sidewalk management options (walk-behind spreaders and sprayers, rotary brooms, and storage boxes); as well as a full complement of related accessories.</p> <p>Attached Documents: Please reference "Q69-Brands and Product Offerings" in the Upload Additional Documents category for a summary of the products included in this RFP.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Douglas Dynamics is submitting a proposal which will include equipment options for all three of our commercial snow and ice brands - FISHER, SnowEx and WESTERN. The FISHER and WESTERN brands have a further segmentation into a truck mounted product portfolio and a non-truck product portfolio, which includes equipment for UTVs, tractors, and skid-steers. All brands and programs have distinct distribution networks.</p>

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	<p>Our proposal will include a comprehensive selection of snowplows, snowplow blades, snowplow blade wing accessories, and rotary brooms. Our V-plows offer power performance and versatility, our winged plows offer unmatched productivity and efficiency, our straight blade plows are perfect for any experience level, and our UTV plows are perfect for clearing sidewalks and small spaces. Plows are available for trucks, skid-steers, wheel loaders, tractors, and UTVs. Our Rotary Broom is a combination sweeper and snowplow that can sweep and scrape the surface clean along buildings, curbs, and edging. We do not offer a blower within our product portfolio, so this would be the exception. There will be no blowers included in our proposal.</p>
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our proposal will include a comprehensive selection of hopper and tailgate spreaders designed for both trucks and utility vehicles. Hopper spreaders are efficient for servicing larger properties, while tailgate spreaders are perfect for servicing smaller areas. We also offer a line of drop spreaders which make quick work of sidewalks and walking paths. In addition, our proposal will include pre-wet systems as accessories for our hopper spreader line. The pre-wet system accessory allows the operator to activate deicing material by applying a liquid deicing agent directly on the material prior to leaving the hopper, providing you with increased material efficiency and superior ice control. Added benefits are reduced salt usage and plow effectiveness.</p>
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>The Work Truck Attachment Division of Douglas Dynamics does not offer these types of items in our product portfolio so none will be included in this proposal.</p>
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	<p>We will be including a full complement of product accessories within our US proposal including, but not limited to, cutting edges, backdrag edges, curb guards, deflectors, and wing extension kits for snowplows, and side extensions, work light kits, strobe light kits, and vibrator kits for hopper spreaders.</p>

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](#) - 1-Pricing.zip - Friday June 17, 2022 07:33:07
 - [Financial Strength and Stability](#) - 2-Financial Strength and Stability.zip - Wednesday June 08, 2022 15:11:34
 - [Marketing Plan/Samples](#) - 3-Marketing PlanSamples.zip - Wednesday June 08, 2022 15:19:47
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 4-Warranty Information.zip - Wednesday June 08, 2022 15:22:05
 - [Standard Transaction Document Samples](#) - 5-Standard Transaction Document Samples.zip - Wednesday June 08, 2022 15:23:22
 - [Upload Additional Document](#) - 6-Upload Additional Documents.zip - Wednesday June 08, 2022 15:25:33

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. - Rob Poehlein, Vice-President, Sales, Douglas Dynamics, L.L.C.

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