

**MASTER AGREEMENT #RFP 010925****CATEGORY: Tree Maintenance Equipment, Attachments & Accessories****SUPPLIER: FAE USA, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and FAE USA, Inc., 5321 Rafe Banks Drive, Flowery Branch, GA 30542 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:
- a) Tree cutting, trimming and removal equipment;
- b) Automated, remote, or robotic tree maintenance equipment;
- c) Stump cutters and grinders;
- d) Brush and limb chippers;
- e) Portable tree and brush incineration equipment;
- f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

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

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

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

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

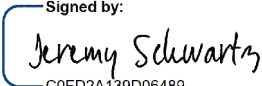
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

FAE USA, Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 2/24/2025 | 9:56 AM CST  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 0BFAC884206644A...  
 By: \_\_\_\_\_  
 Giorgio Carera  
 Title: CEO-FAE USA Inc.  
 2/24/2025 | 7:25 AM PST  
 Date: \_\_\_\_\_

# RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

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## Vendor Details

Company Name: FAE USA, inc

Does your company conduct business under any other name? If yes, please state: GA

Address: 5321 Rafe Banks Drive  
Flowery Branch, GA 30542

Contact: Bradley Wiseman

Email: bwiseman@faeusa.com

Phone: 770-312-3231

Fax: 770-407-2014

HST#: 01-0652789

## Submission Details

Created On: Tuesday December 10, 2024 09:53:34

Submitted On: Thursday January 09, 2025 09:54:15

Submitted By: Bradley Wiseman

Email: bwiseman@faeusa.com

Transaction #: 2588bb5d-e867-4994-8e73-bd1ac0a84ad2

Submitter's IP Address: 32.142.82.62

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	FAE USA, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	FAE-Group, FAE Western Canada, FAE USA Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our previous CAGE Code associated with SAM.gov has expired. We have already submitted an application for a new CAGE Code, which is currently under review. As soon as the new code is issued and active, we will update the contract documentation accordingly. Please let us know if additional information or interim steps are required during this process.	*
5	Provide your NAICS code applicable to Solutions proposed.	423830 (Industrial Machine & Equipment Distributor).	
6	Proposer Physical Address:	5321 Rafe Banks Drive, Flowery Branch GA 30542	*
7	Proposer website address (or addresses):	<a href="https://www.fae-group.com/en_US">https://www.fae-group.com/en_US</a>	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Giorgio Carera, CEO – FAE USA, Inc. 5321 Rafe Banks Dr. Flowery Branch GA 30542 Gcarera@faeusa.com Mob: 678-492-1180	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Bradley Wiseman, Marketing Manager bwiseman@faeusa.com Cell. 770 312 3231 Office 770 407 2014	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Not at this time	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>FAE Group was established in 1989 in Fondo, Italy, with the vision of creating high-quality, innovative land management and road construction equipment. Over the years, FAE has grown into a global leader in the industry, driven by its commitment to technological advancements and customer satisfaction.</p> <p>In 2002, FAE USA was founded in Flowery Branch, GA, to expand the company's reach and better serve customers across North America.</p> <p>Over the past two decades, FAE USA has experienced major growth, now supplying more than 500 dealer locations nationwide.</p> <p>As an innovator and industry leader, FAE aims to continually lead in mulching and land management technology. FAE maintains strict quality control standards, with each machine assigned a single quality specialist from start to finish of the production process.</p> <p>FAE offers the most comprehensive line of tree care products in its class, including mulchers, stump grinders, and other forestry equipment designed for excavators, compact track loaders, remote-controlled units (RCUs), purpose-built tracked carriers (PTs), and tractors. Our diverse portfolio ensures solutions for every land management and vegetation control challenge, setting us apart as an industry leader.</p> <p>Through everything we do, we aim to offer the most advanced equipment, thorough and reliable product support, and exceptional customer service on the market. Key innovations, such as our Sonic calibration system and Bite Limiter technologies, have solidified our reputation for reliability and cutting-edge solutions, enabling us to meet diverse customer needs</p>	*
12	What are your company's expectations in the event of an award?	<p>Sourcewell offers a great advantage to our dealer network, and, as such, we recognize its value for us. The award will further position FAE as a trusted partner in forestry and vegetation management.</p> <p>By aligning with Sourcewell, we aim to enhance our visibility and credibility with public sector entities across the U.S. and Canada.</p> <p>We expect the Sourcewell contract to provide greater access to states and organizations that currently lack a streamlined purchasing process or contract vehicle. Sourcewell membership will facilitate easier procurement for participating entities, fostering mutually beneficial relationships and expanding FAE's footprint.</p> <p>We will actively promote the Sourcewell contract through our marketing efforts, including dealer communication, trade show participation, and digital campaigns. We anticipate positive recognition within the industry and among our existing and potential customers, reinforcing the value of Sourcewell membership.</p> <p>We also expect to build stronger connections with participating entities and other vendors. These relationships will allow us to better understand the needs of Sourcewell members and continuously adapt our products and services to meet those needs.</p> <p>Additionally, we plan to educate and empower our dealer network to leverage the full benefits of the program.</p> <p>This will include tailored training and promotional support to maximize the impact of our Sourcewell membership for both dealers and end users.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see the attached financial document(s)	*
14	What is your US market share for the Solutions that you are proposing?	<p>No official statistics are publicly available for this market. However, utilizing as many tools as are available to us internally, including information sourced from dealers, FAE marketing and sales department staff, and EDA statistics, we have concluded that FAE's market share in the United States consists of :</p> <p>15% mulching attachments 12% remote controlled mulchers 25% tracked carrier mulchers (with cab)</p> <p>We estimate that FAE USA has seen a market share increase of approximately 5% over the last three years due to key innovations like our Sonic calibration system and Bite Limiter technologies.</p>	*

15	What is your Canadian market share for the Solutions that you are proposing?	<p>No official statistics are publicly available for this market. However, like with our USA Market share analysis we came up with similar market share data using the same tools and sales intelligence software utilizing also our dealers and sales team and internal research. We estimate that FAE Canada shares a similar market share percentage</p> <p>15% mulching attachments 12% remote controlled mulchers 25% tracked carrier mulchers (with cab)</p> <p>We estimate that FAE Canada has seen a market share increase of approximately 5% over the last three years due to key innovations we share as subsidiaries like our Sonic calibration system and Bite Limiter technologies.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No. FAE USA, Inc. has never petitioned for bankruptcy or been involved in any bankruptcy action.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>FAE USA, a wholly owned subsidiary of FAE Holding, is based in Flowery Branch, Georgia, and manages sales, distribution, and support for North American customers.</p> <p>The facility in Georgia serves as a hub for warehousing, distribution, and minor assembly and disassembly operations. FAE USA offers a full array of products, including hydraulic and power take-off-driven mulching, grinding, stone crushing, and soil-stabilizing attachments.</p> <p>These machines are known for their low maintenance costs, thanks to the use of special materials and patented cutting tools.</p> <p>FAE USA's sales and service team provides a comprehensive regional support system for dealers and customers across the United States. Our team of Territory Managers (TMs), Product Specialists, and Service Technicians are strategically spread out across all regions of the country, offering personalized, on-the-ground support directly from FAE USA. Based at our Flowery Branch facility, these full-time employees work closely with our extensive independent dealer network to ensure that FAE's products are marketed, sold, and serviced effectively.</p> <p>Our dealers, authorized resellers trained by FAE, align with our brand standards and maintain technical expertise to serve customers at the highest level. Each dealer is carefully selected based on their commitment to service, technical capability, and customer satisfaction. This partnership empowers dealers to deliver industry-leading service, while our internal team provides additional support for complex technical issues, including onsite visits or remote assistance when needed.</p> <p>Products are shipped directly from our Flowery Branch warehouse or through our dealer network, ensuring timely delivery and operational readiness. This integrated approach, combining the strength of our dealer network with direct regional support from FAE USA's sales and service teams, guarantees that customers receive the best care and solutions tailored to their needs.</p>	*
18	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>FAE USA operates as a wholly owned subsidiary of FAE Holding SpA and adheres to all applicable federal, state, and local regulations governing its business operations in the United States.</p> <p>All FAE products meet or exceed safety standards, particularly regarding equipment safety features such as guarding, operator controls, and hazard warnings. FAE engines, particularly in tracked carriers and remote-controlled mulchers, are compliant with U.S. EPA Tier 4 Final/Stage V standards for reduced emissions, ensuring eco-friendly operation.</p> <p>Additionally, we stress that all FAE dealers must comply with safety training regulations related to FAE equipment.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	FAE has never been subject to any form of suspension or debarment.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	FAE USA has been recognized for its innovation, sustainability, and partnerships. Below is a summary of relevant awards and acknowledgments:  FAE's SCL/SSL stump cutter attachment for remote controlled units was featured in Compact Equipment Magazine's 2024 Best Attachment Awards showcase.  FAE's RPL/EX road planer attachment for excavators was featured in Construction Equipment Magazine's Top 100 New Products of 2024. Caterpillar Supplier Excellence Recognition (2023) Caterpillar Supplier Excellence Recognition (2024) FAE has been acknowledged by Caterpillar for excellence in product quality, innovation, and collaboration as a trusted supplier. This recognition highlights FAE's commitment to delivering superior mulching attachments and solutions for private labeled Caterpillar-branded equipment. (Source 2023: Caterpillar Supplier Excellence) (source 2024:Caterpillar Recognizes FAE as a Top Supplier in 2024)	*
21	What percentage of your sales are to the governmental sector in the past three years?	Less than 1%	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	FAE does not hold purchasing contracts with any states or provinces.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FAE USA is in the early stages of entering the public sector market, including participation in cooperative purchasing agreements such as Sourcwell and GSA contracts. While we do not currently hold any GSA contracts or SOSAs, we are actively pursuing these opportunities as part of our strategic expansion into the public sector.  Our focus is on establishing partnerships that align with FAE's reputation for high-quality, innovative land management and tree maintenance equipment. As we develop our presence in this space, we are committed to leveraging our extensive dealer network and various OEMs.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
James River Equipment	Doug Roan	703 475 1173	*
Columbus Equipment	Mark DiSalvo	937 424 7678	*
Global Machinery	Jeff Brown	303 324 5396	*

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

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

Line Item	Question	Response *	
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26	Sales force.	<p>FAE USA. (50); FAE W. CANADA (10)</p> <p>FAE USA employs 14 FTE Territory Managers (TMs) strategically located across the country. Each TM resides in their designated territory, maintaining close relationships with dealers and providing personalized support, training, and consultation to maximize dealer and customer success. The TMs report directly to the CEO, based at FAE USA's headquarters in Flowery Branch, GA, ensuring clear communication and alignment with corporate strategy. They are supported by a Sales Enablement Leader, Sales Support and Customer Service Specialists, all located at the Flowery Branch office.</p> <p>FAE Western Canada has 10 Territory Managers and Product Specialists who cover key provinces, extending FAE's reach into the Canadian market. These representatives guarantee localized support for dealers and customers across Canada.</p> <p>Our parts sales, logistics, and support team, based in Flowery Branch, GA, manages inventory from 63,000 square feet of warehouse space divided between two facilities, one owned and one rented. These warehouses hold a large, continuously replenished inventory, enabling quick shipment of replacement parts to minimize downtime.</p> <p>Our internal marketing team provides essential support to the salesforce and dealer network. Their responsibilities include creating marketing materials, managing trade show and event participation, and providing dealers with the resources they need to promote FAE products effectively.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>FAE has a total dealer network of approximately 500 plus dealer locations across the United States and Canada. They undergo regular training and are authorized to provide comprehensive support for FAE's equipment.</p> <p>Dealers will serve as the primary point of engagement for Sourcewell members within their territories, delivering local sales and service and ensuring rapid response times for participating entities.</p> <p>FAE's 14 FTE Territory Managers (TMs) are strategically positioned across North America to maintain strong relationships with dealers, provide on-site training, and assist with business development initiatives.</p> <p>These TMs report directly to our CEO, guaranteeing alignment with FAE's overall strategic goals. FAE USA actively identifies new dealer opportunities in underserved markets, prioritizing partnerships with organizations that demonstrate a commitment to customer service and technical excellence.</p> <p>FAE provides regular in-person and virtual training sessions so that dealers are equipped with the knowledge to sell and service FAE's equipment effectively. Training covers product features, troubleshooting, installation, and best practices. FAE emphasizes continuous dealer development through regular performance reviews, access to advanced tools, and co-branded marketing to help dealers grow their business.</p> <p>In the event of an award, FAE USA will manage all Sourcewell sales by directing the customer to the best dealer in their geographical location. Members of our dealer network will engage directly with Sourcewell members throughout the purchasing process, providing guidance, product demonstrations, and localized support. Dealers are backed by FAE's centralized warehouses in Flowery Branch, GA, which maintains a continuously replenished inventory to enable rapid parts shipment and minimize downtime for customers.</p>	*

28	Service force.	<p>Our product experts and service force consists of a combination of in-house technical experts, regional specialists and a vast network of dealer service technicians trained on FAE's equipment.</p> <p>FAE employs 14 (FTE) product experts and service technicians based at our headquarters in Flowery Branch, GA. FAE Western Canada has an additional 3 product experts and service technicians who provide localized support for Canadian dealers and customers. These factory-trained technicians are experts in FAE's equipment and assist with on-site troubleshooting and repairs, dealer and customer training sessions, and complex jobs requiring advanced expertise.</p> <p>However, our dealer network provides the bulk of service to FAE end-users. With over 500 plus dealer locations across the United States and Canada, FAE's service network is extensive and well-equipped to handle local customer needs. Each authorized dealer operates a dedicated service department with factory-trained technicians who specialize in maintaining and repairing FAE products. On average, each dealer location has 2-3 technicians trained and certified by FAE, totaling over 1,000 certified service professionals in the network.</p> <p>FAE's in-house service team works closely with dealer service departments to provide advanced technical assistance when needed, ensuring even the most complex issues are resolved efficiently. This partnership enables FAE to cover underserved areas and provide direct support to Sourcewell members in regions where dealer representation may be limited.</p> <p>We conduct regular training programs for dealer service technicians, both in-person and virtual, to guarantee that they remain up-to-date on FAE's latest technologies, equipment, and service protocols. This Training includes diagnostics, repairs, and preventive maintenance to maximize uptime for end users.</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>FAE USA provides a streamlined ordering process designed for efficiency, transparency, and excellent customer service for Sourcewell members.</p> <p>Our dealer network plays a key role in facilitating orders, ensuring a seamless experience for government entities.</p> <p>The process is as follows: Sourcewell members may initiate an inquiry directly with FAE USA or with their local authorized FAE dealer.</p> <p>Inquiries to FAE USA (via phone, email, or website) are directed to the appropriate Territory Manager or Governmental Sales Representative, who coordinates with the local dealer to provide product recommendations and pricing based on Sourcewell's approved contract terms.</p> <p>Once the product has been chosen, the FAE dealer prepares and submits a quote to the government entity, reflecting Sourcewell's pricing and terms.</p> <p>Upon approval, the government entity places the order with the FAE dealer.</p> <p>The FAE dealer then forwards the purchase order to FAE USA. FAE USA confirms the order, issues an Order Confirmation (O/C) and invoice to the dealer, and begins processing the request.</p> <p>Next, the FAE dealer handles equipment delivery to the government entity, assisting with setup and providing on-site training. In this way, the dealer is able to ensure proper functionality and effective and safe use of equipment..</p> <p>Both the local dealer and FAE USA remain engaged with the customer to provide ongoing support, including maintenance, technical assistance, and warranty services.</p> <p>Throughout this process, FAE USA guarantees accurate order processing, prompt communication with dealers, and fulfillment of Sourcewell contract terms.</p> <p>Additionally, FAE provides dealers with technical expertise, training resources, and marketing tools.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>FAE employs regional product experts and specialists to train service staff at the dealership level. Dealerships then offer service to end users. FAE dealers are fully trained by FAE service and support experts. FAE and FAE dealers stock parts and components for every single machine model sold in North America. Delivery of parts is immediate, and we can ship overnight.</p> <p>In addition, FAE USA has internal after-sales customer service representatives and a service technician team who can quickly complete repairs and modify equipment as needed.</p>	*



31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>FAE USA is fully committed to meeting the needs of Sourcewell participating entities across the United States. With a robust infrastructure, extensive dealer network, and dedicated support teams, we ensure that our products and services are readily accessible, reliable, and backed by exceptional customer care.</p> <p>Our centralized inventory and logistics system is key to our current success and our continued growth. We maintain 63,000 square feet of warehouse space in Flowery Branch, Georgia, housing a sizable inventory of continuously replenished equipment and spare parts. This space, divided between two facilities, is strategically managed to guarantee timely fulfillment of orders for both equipment and replacement parts and to reduce downtime for customers. Dealers and end users benefit from real-time support to identify and procure necessary parts, backed by FAE's service specialists.</p> <p>Shipments are managed by our in-house shipping and logistics team, who are able to coordinate with multiple freight carriers to minimize delivery times to all regions of the United States.</p> <p>Our extensive network of more than 500 dealer locations provides local expertise, inventory, and support in all regions of the United States. These dealers carry inventory tailored to regional needs, facilitating faster access to equipment and parts for Sourcewell members. They receive comprehensive training on FAE's product lines, enabling them to deliver high-quality sales, service, and operational guidance to end users.</p> <p>Our 14 FTE Territory Managers, strategically located across the country, provide on-the-ground support to dealers and Sourcewell members, including training and product demonstrations. Our technical service team, based at our Flowery Branch headquarters, assists with troubleshooting, diagnostics, and operational questions, ensuring Sourcewell members have the help they need when they need it.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>FAE's Western Canada Branch is ready and able to serve Sourcewell participating entities across Canada with our full range of products and product support. Our established infrastructure and growing dealer network ensure a seamless experience for Canadian members.</p> <p>FAE Western Canada operates a centralized facility in Edmonton, Alberta, which houses a sizable inventory of equipment and parts. This facility allows for rapid distribution and efficient service across the country.</p> <p>From the facility, we maintain a strong and growing dealer network in Canada, ensuring local representation and support for Sourcewell members. These dealers are authorized to carry FAE's product lines and receive continuous training to uphold our high standards in sales, service, and customer care. For cases in which additional expertise is required, our in-house service technicians work directly with dealers and customers to provide efficient issue resolution. Each dealer location carries inventory tailored to meet regional needs, guaranteeing that products and parts are readily available for timely delivery.</p> <p>We are actively investing in expanding our dealer network and service coverage in Canada. Our focus includes identifying underserved regions and partnering with reputable dealers to provide full-service capabilities, including sales, training, maintenance, and parts availability.</p> <p>We are committed to aligning with Sourcewell's cooperative purchasing requirements, offering competitive pricing and streamlined purchasing for Canadian members.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	FAE is able to serve all states and territories of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	FAE does not have any contracts limiting its ability to serve any Sourcewell participating entity sectors	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>FAE USA is fully equipped to meet the needs of Sourcewell participating entities in Hawaii, Alaska, and other U.S. Territories without any restrictions. Our established dealer partnerships and robust logistics network ensure that customers in these areas receive the same high level of service and support as those in the contiguous United States. All products, parts, and services are readily available, supported by our nationwide dealer network and efficient supply chain.</p> <p>For example, we maintain a strong partnership with North Pole Equipment, a trusted dealer specializing in serving the unique needs of customers in Alaska. This partnership ensures that equipment, parts, and technical support are accessible, even in remote areas.</p> <p>We also partner with Papé Machinery, a reputable dealer with branches in Hawaii, providing localized support, equipment delivery, and operator training tailored to Hawaiian customers.</p> <p>Through these established relationships, our shipping and logistics team has experience handling deliveries to Hawaii, Alaska, and other U.S. Territories, ensuring timely equipment arrival and minimizing downtime. Participating entities can also rely on FAE's service team and dealer network for ongoing technical support and training, regardless of geographic location.</p>	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>While FAE USA recognizes the important contributions of nonprofit entities, we currently do not extend the terms of awarded master agreements to organizations outside of Sourcewell's member network. This policy allows us to maintain a clear focus on meeting the specific requirements and standards outlined in the Sourcewell agreement, ensuring that we allocate resources effectively to provide exceptional service to qualified members.</p> <p>Additionally, since FAE machines are invoiced to government entities through our dealer network, any requests for extended payment terms will be managed and decided by the respective dealer. This structure enables flexibility and aligns with the dealer's established processes while maintaining consistency in FAE's operations and service standards.</p>	*
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**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will promote the Sourcewell contract opportunity through six key avenues.</p> <p>First, we will run an announcement campaign, including a coordinated press release highlighting the benefits of Sourcewell membership, an email campaign to be sent to our 5,000 plus member dealer contact list, and a social media campaign featuring graphics, videos, and customer-focused content.</p> <p>Secondly, we will maintain a dedicated page on our website to demonstrate, explain, and educate about our status as a Sourcewell member. We will include a sourcewell badge on our homepage with a direct link to the contract page and will develop a library of resources for customers and dealers.</p> <p>Third, we will promote our status as a Sourcewell contract holder at the many local and national trade shows that we attend every year.</p> <p>Fourth, we will promote our Sourcewell membership at our approximately 20 regional demos throughout the course of the year.</p> <p>Fifth, we will promote our status as a Sourcewell supplier through our paid ad channels. We use Meta Ads, LinkedIn Ads, and Google Ads.</p> <p>Finally, we will incorporate the sourcewell award into our national print advertisements for greater visibility and credibility.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	FAE uses Google Analytics and Meta Analytics to track web and social media performance and engagement. With this data, we are able to determine which products are drawing the most attention and where customers are located, allowing us to more effectively offer and promote relevant services by region. Additionally, we use the Salesforce CRM system to track our interactions with customers, allowing us to adjust our sales strategy and messaging as needed.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Our goal in pursuing this RFP is to open up our opportunities to supply government, education, and not-for-profit entities with our equipment.</p> <p>This Sourcewell contract acts not just as an opportunity for customers in the public sector to more easily procure our products, but as an indication of our commitment to providing quality service and as proof of the quality of product that we offer. Our expert sales staff can use the Sourcewell contract as a selling point, enabling them to offer additional opportunities to our existing network of more than 500 dealers across the US and to new dealers that join our network as we continue to grow.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, FAE does not use any e-procurement ordering system. All purchases of FAE equipment go through FAE certified dealers.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>FAE has a dedicated team of Territory and Product managers whose responsibilities include training our customer base (dealers and users) on new and existing products, including all product lines and their relevant applications. These trainings are listed as optional or standard depending on the type of training.</p> <p>Normal trainings, whether virtual or in person, are normally included in the sale of a machine at no cost, but additional, more thorough training can be offered as well with cost being a.) absorbed by FAE b.) incurred by purchaser or c.) cost shared between FAE and buyer.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>FAE has a longstanding commitment to innovation, engineering excellence, and delivering cutting-edge solutions that enhance productivity, efficiency, and user experience. Our products integrate advanced technologies designed to meet the evolving needs of land management, forestry, and vegetation control. Below are some of the key technological advances that set FAE apart.</p> <p>The most significant innovation that we offer is our Sonic calibration system. The system represents the pinnacle of FAE innovation for hydraulic attachments. This advanced technology optimizes attachment performance by automatically adjusting hydraulic settings to match the carrier's capabilities, ensuring peak efficiency and productivity. Operators and service technicians can use the system's remote connectivity to perform diagnostics, setup, adjustments, and updates via a computer or the newly improved FAE app. The app also provides real-time monitoring of hours and operational metrics, enabling users to schedule maintenance, track usage, and maximize equipment longevity.</p> <p>Second is our Bite Limiter Technology. This technology enhances the performance of our mulching heads by incorporating specially designed steel limiters on the rotor. Bite limiters prevent overloading by controlling the depth of the cut, ensuring smoother operation and reducing strain on the carrier. This increases fuel efficiency and minimizes rotor stalling, resulting in consistent productivity even in challenging conditions. Additionally, it extends the lifespan of components, lowering overall operating costs.</p> <p>Third is our proprietary VT Motor. This motor automatically adjusts torque to optimize attachment performance based on working conditions. It allows operators to handle varying vegetation densities and ground conditions without manual adjustments, and it maximizes cutting power in tough applications, ensuring continuous and efficient operation.</p> <p>While these three are the most notable, there are a number of other innovations that make FAE stand out. Many FAE products are equipped with automatic reversing fans, a self-cleaning cooling system that prevents debris buildup during operation. This feature ensures consistent cooling, reduces maintenance downtime, and extends the lifespan of the equipment. FAE offers a variety of rotor designs tailored to specific applications, including forestry mulching, road construction, and stone crushing. Our rotors are engineered for durability and performance, featuring wear-resistant materials and replaceable components to reduce downtime and operating costs.</p> <p>FAE's attachments feature open drums and a modular tool system, allowing operators to customize their equipment with interchangeable tools for specific tasks, such as cutting, shredding, or crushing. This adaptability makes our products versatile across diverse applications, from land clearing to agriculture. With our many types of teeth, including carbides or blades, users can easily optimize their machine for mulching all types of vegetation, stump cutting, grinding above or below grade, and working on all types of terrain. FAE's commitment to user-friendly solutions is reflected in features like simplified maintenance access points, digital diagnostics systems, and comprehensive operator training resources. These advances reduce the learning curve for operators and increase uptime, ensuring maximum return on investment.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>FAE is committed to sustainability and environmentally responsible practices. Our products and operations integrate green initiatives aimed at reducing emissions, conserving resources, and supporting sustainable land management practices. Below are key highlights of FAE's green initiatives and compliance efforts:</p> <p>In an official capacity, FAE's tracked carriers and attachments meet or exceed all engine emissions standards as set by the U.S. Environmental Protection Agency (EPA), including Tier 4 Final, stage 5 regulations.</p> <p>FAE's equipment plays a critical role in recycling organic materials into usable byproducts. These byproducts include mulch for soil enrichment and erosion control, biomass for renewable energy production, and compost for agricultural and landscaping use. By turning waste into valuable resources, FAE's products directly support sustainability initiatives in forestry, agriculture, and urban land management.</p> <p>We have developed a number of innovative technologies to improve efficiency and reduce environmental impact. Among these are our Bite Limiter technology which enhances efficiency by controlling cutting depth, reducing strain on the carrier, and minimizing fuel consumption; our Sonic System which optimizes hydraulic attachment performance, ensuring precise energy use and reducing operational waste; and our self-cleaning cooling systems, which extend equipment life and reduce maintenance downtime by preventing debris buildup, minimizing resource consumption.</p> <p>Additionally, we actively support projects that align with environmental stewardship, including reforestation, invasive species management, and wildfire prevention. These initiatives promote healthier ecosystems and contribute to long-term environmental sustainability.</p>

44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>FAE does not currently hold third-party issued eco-labels, ratings, or certifications for energy efficiency, life-cycle design, or other sustainability factors. However, our equipment is inherently aligned with the goals of energy conservation, waste reduction, and sustainable resource management through its applications in land management and environmental restoration.</p> <p>FAE's mulchers and attachments are essential tools for managing invasive species, reducing wildfire risks, and promoting healthier ecosystems. By converting overgrown vegetation into mulch, our equipment contributes to soil enrichment and erosion control, supporting sustainable land practices.</p> <p>Our equipment is often used in environmental projects that repurpose organic waste into usable byproducts such as mulch for landscaping, biomass for energy generation, and compost for soil enrichment. These applications directly support sustainability goals by reducing landfill waste and carbon emissions.</p> <p>Additionally, our products are designed for durability and efficiency, reducing the need for frequent replacements and minimizing overall energy consumption during operation.</p> <p>Our proprietary technologies, such as Bite Limiter and Sonic System, optimize performance, fuel efficiency, and output.</p>
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45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>FAE offers the widest range of land and vegetation management equipment on the market, providing solutions for a diverse array of applications.</p> <p>This is perhaps best exemplified by the Sonic System. The first of its kind on the market, the Sonic System revolutionized hydraulic attachment calibration.</p> <p>It optimizes performance by automatically adjusting to the carrier's capabilities, ensuring maximum efficiency and productivity.</p> <p>As an industry leader, FAE continually develops innovative solutions that redefine operational efficiency, such as the Bite Limiter Technology for controlled cutting and reduced fuel consumption.</p> <p>FAE products are crafted with unparalleled quality and durability. All FAE products are crafted using steel sourced from Nexteel, an FAE-owned subsidiary.</p> <p>This vertical integration ensures that our materials meet the highest quality standards, resulting in equipment with unmatched strength and longevity.</p> <p>Our factory in Fondo, Italy, is equipped with state-of-the-art technology, including automated fabrication lines and robotic welding systems, which guarantee precision and consistency in every product.</p> <p>On top of build quality, ease of service and maximum productivity are key to our philosophy. FAE equipment is designed for easy serviceability, reducing downtime and maintenance costs. Features such as modular tool systems and user-friendly access points enable quick and efficient part replacements.</p> <p>Our attachments and tracked carriers are engineered for peak performance in even the most demanding applications, from land clearing to forestry and infrastructure maintenance.</p> <p>All FAE products are designed and manufactured at our facility in Fondo, Italy, ensuring strict quality control and adherence to European engineering standards.</p> <p>Our global presence and U.S.-based expertise position us as a trusted partner for Sourcewell entities, providing local support with global innovation.</p> <p>Beyond the products themselves, we take great pride in the quality of our ongoing aftersale support and training.</p> <p>We provide top-notch support through a team of Territory Managers, Product Specialists, and an extensive dealer network.</p> <p>Our comprehensive training programs for operators and service teams are available to ensure Sourcewell members get the most out of their equipment.</p> <p>Why FAE? FAE's innovative products, superior build quality, and commitment to customer support make us a standout choice for Sourcewell participating entities. From pioneering technology like the Sonic System to our state-of-the-art manufacturing processes and unmatched warranties, FAE offers solutions that deliver value, reliability, and performance tailored to the needs of public sector projects.</p> <p>What Makes FAE Unique in the Industry? FAE's ability to combine cutting-edge technology, unmatched durability, quality of our support, stocking a substantial level of spare parts and components as well as a commitment to sustainability makes us a unique and valuable partner for Sourcewell participating entities. Our solutions are specifically designed to maximize productivity, minimize downtime, and adapt to the diverse needs of public sector projects.</p>
46	<p>Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.</p>	<p>FAE prioritizes operator safety and comfort by integrating numerous safety features into its product designs, ensuring a secure and efficient work environment. Key safety features include:</p> <p>ROPS/FOPS/OPS Certified Cabs of our Tracked carriers with Cab:</p> <p>All FAE tracked carriers with operator cabs are equipped with ROPS (Roll-Over Protective Structure), FOPS (Falling Object Protective Structure), and OPS (Operator Protective Structure) certifications. These certifications provide maximum protection against rollovers, falling debris, and other workplace hazards.</p> <p>Advanced Air Filtration and Climate Control for our Tracked carriers with cab:</p> <p>The operator cabs on FAE tracked carriers are designed with advanced air filtration systems to maintain excellent air quality, even in dusty or hazardous environments. Combined with climate control, these features enhance operator comfort and reduce exposure to airborne particulates, improving safety and health during extended work hours.</p>

47	<p>Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.</p>	<p>Enhanced Visibility Design: The design of FAE equipment prioritizes operator visibility, ensuring that critical areas of operation are clearly in view. This reduces the risk of accidents and improves overall operator confidence and performance.</p> <p>Balanced Equipment Design: FAE attachments are engineered with precision-balanced designs to optimize weight distribution, reducing stress on the equipment and the operating machine. This balance enhances operator control, stability, and maneuverability, especially on uneven terrain.</p> <p>Easy Maintenance Access: Our products are designed with user-friendly maintenance access points to minimize the physical strain associated with regular servicing. This includes easy-to-reach grease points, replaceable wear parts, and clearly marked service intervals.</p> <p>Hydraulic Safety Systems: Built-in pressure relief systems in hydraulic attachments prevent overloading and ensure safe operation under varying conditions.</p> <p>Wear Parts Design: Replaceable wear parts, such as cutting teeth and hammers, are designed for easy and safe maintenance, reducing risks during replacement.</p> <p>Operator Visibility and Control: FAE equipment emphasizes operator visibility, reducing blind spots and improving control to prevent accidents in challenging work environments.</p>
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48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>FAE is committed to providing reliable and serviceable products with minimal downtime and maximum customer satisfaction. Our approach to parts availability, warranty coverage, and technical support ensures a seamless ownership experience. Key aspects of our serviceability include:</p> <p>Parts Availability:</p> <p>FAE USA maintains 63,000 square feet of warehouse space in Flowery Branch, Georgia, stocked with a sizable inventory of equipment and spare parts that are continuously replenished to meet customer needs. Most parts orders are fulfilled within 24-48 hours, ensuring rapid delivery to reduce downtime. Our extensive dealer network is also equipped to provide localized parts distribution, making access to essential components quick and convenient.</p> <p>Warranty Coverage:</p> <p>FAE offers comprehensive warranty coverage, See the attached documents for full warranty information on all product lines</p> <p>Technical Support:</p> <p>FAE's expert technical support team, based in Flowery Branch, Georgia, provides dedicated assistance for troubleshooting, maintenance, and operator training. Complex technical issues can be addressed through onsite visits, remote diagnostics, or direct dealer collaboration, ensuring rapid resolution.</p> <p>Dealer Network Support:</p> <p>FAE partners with an extensive network of authorized dealers, each trained to provide expert service, maintenance, and support to customers in their local areas. Dealers receive regular training to stay current with FAE's latest products and technologies, ensuring consistent, high-quality service.</p> <p>Ease of Maintenance:</p> <p>FAE products are designed for ease of maintenance, with features such as accessible grease points, modular wear parts, and service-friendly layouts. This thoughtful design reduces maintenance time and effort, enabling customers to focus on productivity.</p> <p>Training and Resources:</p> <p>FAE provides in-depth training for dealers, operators, and technicians through both in-person sessions at our Flowery Branch facility and remote learning options. Training ensures proper equipment operation, maintenance, and troubleshooting, empowering users to maximize performance and equipment longevity.</p> <p>Long-Term Support:</p> <p>FAE is committed to supporting its products throughout their lifecycle, offering a robust supply of replacement parts and ongoing technical assistance to ensure lasting value for our customers.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	FAE does not possess a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification. Any such certifications exist at the dealer and end-user level.	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	We accept check or bank wire payments from our dealers under net 30 payment terms.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>While we do not offer direct financing, we partner with Oakmont Capital, a trusted provider of equipment financing solutions, to provide competitive financing options. Oakmont Capital specializes in providing financing solutions with highly competitive rates, making FAE's products more accessible to educational institutions, government agencies, and non-profit organizations. Their financing plans can be customized to align with the budgets and purchasing cycles of public sector organizations, ensuring affordability and ease of acquisition. They offer a simple and efficient application process, with experienced representatives available to guide customers through financing options and approval procedures.</p> <p>Our Territory Managers and dealer network are educated about options available through Oakmont Capital and are able to provide assistance throughout the financing process.</p>	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>FAE provides a streamlined set of standard transaction documents designed to ensure clarity, transparency, and compliance with Sourcewell's requirements. These documents include the Offer, Order Confirmation (O/C), Invoice, and Machine Specification Sheet.</p> <p>The Offer serves as the initial quote provided to the participating entity. It outlines the member contact details and address, Sourcewell contract reference and Membership ID, product model, year, and specifications, Standard and optional configurations, as applicable, pricing based on Sourcewell's approved terms, including any additional line items such as freight charges or material surcharges, delivery lead time and instructions, and quote validity period.</p> <p>Upon acceptance of the Offer, FAE generates an Order Confirmation (O/C) to formalize the transaction. This includes the finalized product details and configurations, agreed-upon delivery date and instructions, freight terms, and payment terms.</p> <p>FAE issues an Invoice upon shipment of the product. The Invoice includes detailed product and service descriptions, pricing and payment terms, and freight and additional charges (if applicable). Finally, for each piece of equipment, FAE provides a comprehensive Machine Spec Sheet. This sheet includes the technical specifications for the equipment, the optional configurations selected by the participating entity, and the safety and operational details to ensure the equipment is used efficiently and effectively.</p>	*
61	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?	We only accept checks or bank wires at this time.	*
62	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>Our pricing model consists of 10% off MSRP for all attachments, 5% off MSRP for all PT (tracked carrier with cab) packages (including options and attachment), and 8% off MSRP for all RCU (remote controlled unit) packages (including options and attachment). A comprehensive Price List is attached as part of this proposal. As indicated on the price list, MSRP for each base machine and all available options will be discounted. Sourcewell discounted prices reflect the 10%, 5%, and 8% respective reductions.</p> <p>All base models, including tracked carriers, remote-controlled mulchers, and hydraulic attachments, are included in the price list with both MSRP and Sourcewell discounted pricing clearly indicated. Freight charges and any applicable fees, such as material surcharges, are calculated separately and not included in the standard discount.</p>	*
63	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>The price list attached represents the MSRP.</p> <p>When we produce an offer, we will show the MSRP with the appropriate discount applied.</p> <p>The pricing proposal included in this response reflects the 10%, 5%, and 8% respective discounts off MSRP for all products and optional configurations.</p> <p>The MSRP for all base machines and optional accessories is provided in the attached price list. When producing an offer for Sourcewell participating entities, the MSRP and the discounted price (10%, 5%, and 8% off MSRP respectively) will be clearly displayed to ensure transparency.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We do not have set volume discounts or rebate programs but can discuss volume purchases on a case by case basis.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>We work to provide transparency and flexibility for "sourced" products or related services, often referred to as "open market" items or "nonstandard options."</p> <p>For nonstandard options or sourced products not included in the standard price list, we will provide a detailed quote upon request. The quote will include the MSRP of the requested product or service at cost.</p> <p>Each quote will be submitted to Sourcewell for approval, if required, ensuring full compliance with cooperative purchasing guidelines. Once approved, the sourced item or service will be processed and delivered alongside standard products, maintaining efficiency and alignment with the purchasing entity's needs.</p>	*

66	<p>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.</p>	<p>We strive to provide the most competitive pricing to Sourcewell participating entities. While our submitted pricing includes the cost of standard equipment, options, and configurations, the following elements of total acquisition cost are not included in the pricing and may vary depending on the buyer's preferences and requirements: Generally speaking, freight charges are not included in the submitted pricing. Buyers may request that FAE provide a freight quote, which will reflect the actual shipping cost to their location. Alternatively, buyers can arrange their own freight, and FAE will coordinate with their chosen shipping provider to ensure smooth delivery. If the buyer chooses to arrange their own freight or specialized services, any associated costs will be managed independently by the buyer with the selected third party.</p> <p>Member entities may on occasion request nonstandard or enhanced training from FAE. While standard training (e.g., equipment start-up, daily maintenance, and safety training) is included at no additional cost, nonstandard or enhanced training programs are not included in the submitted pricing.</p> <p>Nonstandard or enhanced training may include advanced operator training for specialized applications, in-depth service and maintenance training for larger teams or third-party service providers, or training sessions requiring extended travel, multiple days, or custom content development. In such cases, these additional training programs may result in costs that are absorbed by FAE, shared between FAE and the buyer, or fully incurred by the buyer, depending on the agreement. Sales taxes, duties, or any other applicable government fees are not included in the submitted pricing. These costs will vary based on the buyer's location and jurisdiction and are the responsibility of the purchasing entity.</p> <p>Standard equipment delivery does not include installation or complex on-site services unless specified. If these services are required, they will be quoted and provided by FAE or the authorized dealer. Authorized Dealers may impose additional charges for services such as advanced training, setup, or local delivery support. All dealers are fully authorized and trained by FAE to maintain high standards of service.</p>
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>We offer flexible freight, shipping, and delivery options to meet the needs of Sourcewell participating entities. Our approach ensures that customers have control over freight arrangements while benefiting from FAE's support and expertise.</p> <p>If the buyer requests that FAE handle freight arrangements, FAE will obtain a competitive freight quote from a trusted logistics provider. The quote will include details such as shipping costs, estimated delivery time, and any additional fees. The buyer will review and approve the quote prior to shipping. Once approved, the cost of freight will be added to the invoice along with the machine and any related accessories.</p> <p>Buyers may choose to arrange their own freight. In this case, FAE will coordinate with the selected dealer's preferred shipping provider to ensure timely and secure pickup from our facility. FAE will provide all necessary details about the shipment, including dimensions, weight, and pickup instructions, to facilitate the process.</p> <p>Equipment ships from our headquarters and warehouse in Flowery Branch, Georgia, or from our facility in Edmonton, Alberta, for Canadian customers.</p> <p>FAE guarantees that all shipments are properly prepared and secured for transport to minimize the risk of damage during delivery. Delivery lead times are communicated to the dealer during the quoting process.</p> <p>Buyers are encouraged to inspect the equipment upon receipt to verify that it is in good condition and meets the agreed-upon specifications. In the event of damage or discrepancies, FAE will assist in resolving the issue promptly with the logistics provider.</p> <p>Freight costs are not included in the base price of equipment. All freight costs are itemized separately on the invoice for transparency and ease of record-keeping.</p> <p>FAE's Territory Managers and Customer Service Team are available to assist buyers with any questions or concerns regarding freight, shipping, and delivery arrangements. Our goal is to provide a seamless and worry-free shipping experience for Sourcewell participating entities.</p>

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For general freight, shipping, and delivery information, including the process and buyer options, please refer to the response provided in the previous question. Below are additional details specific to Alaska, Hawaii, Canada, and offshore deliveries:</p> <p>FAE works with trusted logistics providers experienced in serving remote and non-contiguous regions. Freight for Alaska and Hawaii is arranged to include ocean or air freight costs, depending on the buyer's preference and delivery timeline, and coordination with port or airport terminals for pickup or last-mile delivery. Buyers may choose to arrange their own freight or request FAE to handle the logistics, following the same approval process outlined previously. For Canadian customers, FAE ships directly from our Western Canada facility in Edmonton, Alberta, or from Flowery Branch, Georgia, depending on inventory availability and delivery location. Any applicable customs duties, taxes, or fees are not included in the pricing and will be the responsibility of the buyer. FAE will provide documentation to ensure smooth customs clearance. FAE collaborates with Canadian freight providers familiar with local regulations to ensure timely and efficient delivery.</p> <p>For offshore U.S. territories (e.g., Guam, Puerto Rico) or international deliveries, FAE coordinates shipments via ocean or air freight to ensure secure and compliant delivery. Buyers are responsible for any applicable import duties, tariffs, or fees. Detailed shipping quotes are provided to include all necessary information, such as freight costs, estimated transit times, and documentation requirements.</p>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>FAE offers flexible and tailored distribution and delivery methods to meet the diverse needs of Sourcewell participating entities. Our delivery options are designed to accommodate various machine types and locations, ensuring secure and efficient transportation of equipment.</p> <p>Depending on the machine size and configuration, FAE arranges delivery via box trucks, flatbeds, or low-boy trailers to ensure proper handling and transport. For deliveries to Hawaii, U.S. territories, or other offshore destinations, FAE ensures machines are securely packed for container freight, minimizing the risk of damage during transit.</p> <p>Equipment deliveries are often facilitated by FAE's authorized dealer network, ensuring local expertise and support. Dealers may provide additional delivery services, including initial equipment setup, operator training, and inspection at the customer's location, tailored to the buyer's specific needs.</p> <p>FAE Territory Managers or authorized dealer personnel are available to provide start-up training and a full walk-through of the equipment upon delivery. This ensures customers are familiar with the operation, maintenance, and safety protocols of their FAE products. Training is offered at no additional cost as part of standard equipment delivery for Sourcewell members.</p> <p>FAE's delivery program includes the ability to coordinate with Sourcewell members for specific delivery times to accommodate operational schedules and special handling requirements for remote or restricted access locations.</p> <p>For Canadian and offshore deliveries, FAE collaborates with logistics providers experienced in cross-border and international shipping to ensure compliance with customs and import regulations.</p>	*

70	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>FAE USA is committed to maintaining full compliance with all aspects of the Sourcewell Contract, ensuring transparency, accurate pricing, timely reporting, and proper fee remittance. Our self-audit process is designed to verify these activities on a consistent basis. As part of this process, FAE's internal accounting and administrative staff will verify that Sourcewell participating entities are quoted and invoiced at the correct pricing as outlined in the Sourcewell Contract. All quotes and invoices are reviewed to ensure adherence to Sourcewell terms and conditions before being finalized. Sales data for all Sourcewell transactions will be compiled and reviewed by FAE's accounting team to ensure accuracy. A dedicated administrative staff member will cross-reference sales records with internal reports to verify that all qualifying transactions are included in the quarterly sales report submitted to Sourcewell. The required administrative fee is calculated based on reported sales, and FAE ensures timely and accurate remittance to Sourcewell each quarter. The remittance process is double-checked by both the accounting team and senior management for compliance. Additionally, FAE is exploring the option of engaging third-party auditors, such as our banking partner or an independent audit firm, to periodically review Sourcewell-related transactions. The scope of these third-party audits will include verification of sales data accuracy and proper reporting, confirmation of correct pricing application for Sourcewell participating entities, and reconciliation of administrative fees remitted to Sourcewell. Third-party audits may be conducted annually or biannually to provide an additional layer of assurance. We will utilize a centralized accounting and ERP (Enterprise Resource Planning) system to track all Sourcewell-related transactions. This system enables automated generation of detailed sales reports, ensuring consistency and accuracy in quarterly submissions. Reports include all relevant data, such as participating entity details, product SKUs, pricing, discounts applied, and administrative fee calculations. Our dedication to transparency will ensure open communication with Sourcewell and prompt attention to any discrepancies or concerns identified during internal or third-party audits. We intend to institute additional internal and external audit processes to reinforce accountability and build trust with Sourcewell participating entities.</p>	*
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71	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded a Sourcewell contract, FAE USA will leverage its robust data tracking and analytics framework to evaluate performance, ensure contract success, and support continuous improvement. Key metrics we will monitor include sales performance, member engagement, and customer satisfaction:</p> <p>Sales Performance Metrics:</p> <p>Total Sales Volume: Tracking quarterly and annual sales generated through Sourcewell participating entities to measure the contract's contribution to overall revenue.</p> <p>Product Category Analysis:</p> <p>Breaking down sales by product categories, such as attachments, remote-controlled units, and tracked carriers, to identify high-performing lines and opportunities for growth.</p> <p>Sales Growth Trends:</p> <p>Comparing sales data against prior periods to evaluate contract-driven growth and identify seasonal or regional sales patterns.</p> <p>Member Engagement Metrics:</p> <p>Number of Participating Entities: Monitoring the total number of Sourcewell members served, with a focus on first-time buyers and repeat customers.</p> <p>Geographic Distribution: Analyzing the regional spread of engaged entities to ensure comprehensive support and equitable service across all territories.</p> <p>Dealer Involvement: Tracking how effectively our dealer network supports Sourcewell members in their respective regions.</p> <p>Customer Satisfaction Metrics:</p> <p>Feedback and Ratings: Collecting feedback from Sourcewell members through post-sale surveys to evaluate satisfaction with product quality, delivery, training, and support.</p> <p>Issue Resolution Time: Measuring the time taken to address and resolve customer inquiries or service requests, ensuring prompt and effective responses.</p> <p>Net Promoter Score (NPS): Assessing overall customer loyalty and likelihood of recommending FAE to other members.</p> <p>Operational Efficiency Metrics: (Optional Addition)</p> <p>Order Fulfillment Times: Monitoring how quickly orders are processed and delivered to ensure compliance with Sourcewell contract expectations.</p> <p>Inventory Management: Tracking stock levels of high-demand items to avoid delays and maintain consistent supply.</p> <p>These metrics will be reviewed regularly to gauge the contract's success and guide strategic decisions. By combining quantitative analysis with customer feedback, FAE USA ensures that Sourcewell members consistently receive the highest level of service and support.</p>	*
72	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>We propose the following administrative fee structure to Sourcewell, calculated as a percentage of total sales under the awarded Contract.</p> <p>Attachments: 2.5% of total sales.</p> <p>Remote-Controlled Unit packages (RCU): 2.5% of total sales.</p> <p>Tracked Carriers with Cab packages(PT): 2.5% of total sales.</p> <p>We will remit the administrative fee quarterly based on verified sales under the Sourcewell Contract, as outlined in the Contract template. Our internal accounting team will ensure accuracy in fee calculations and on-time payments, as part of our comprehensive self-audit process.</p> <p>(Packages above refer to the carrier, options, and attachment.)</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered reflects FAE's commitment to providing Sourcewell members with exceptional value. It is as good as or better than pricing typically available through existing cooperative contracts, state contracts, or other agencies. This competitive pricing structure is designed to maximize cost-efficiency while delivering high-quality, reliable equipment and services. Additionally, FAE ensures consistent application of Sourcewell's approved terms, offering transparent pricing and exceptional support to all eligible members

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>FAE's product line is unmatched in breadth within our industry, featuring tree care solutions such as mulchers, stump grinders, and attachments engineered for compatibility with excavators, compact track loaders, RCUs, PTs, and PTO-driven equipment including mulchers, tillers, and stump grinders for tractors. This versatility allows us to meet the varied demands of professional land management with precision and reliability.</p> <p>There are five categories of equipment that we will be offering as part of this RFP.</p> <p>First are forestry mulching attachments for skid steers. These include mulchers, stump grinders, and rock crushers.</p> <p>The mulcher line includes the BL1/SSL with VT motor, PML/SSL, DML/SSL with VT motor or SONIC, BL4/SSL with VT motor or Sonic, UML/SSL with VT motor or SONIC,, and UML/SSL/BL with VT motor or Sonic.</p> <p>The stump grinder line consists of the SCL/SSL stump grinder.</p> <p>The rock crushers line consists of the STC/SSL stone crusher.</p> <p>Second are excavator mulchers and stump grinders. The excavator mulcher line includes the PML/EX, PMM/EX, BL0/EX, BL1/EX with VT motor, BL2/EX with VT motor or SONIC, BL2/S/EX with VT motor or SONIC, BL3/EX with VT motor or SONIC, BL4/EX with VT motor or SONIC , BL5/EX with VT motor or SONIC, DML/HY with VT motor, UML/HY with VT motor or SONIC, UML/EX with VT motor or SONIC, UML/S/EX with VT motor or SONIC, UMM/EX with VT motor or SONIC, and UML/HY/RW - FML/HY/RW.</p> <p>Third are PTO agriculture tractor attachments. These include: Mulchers, forestry tillers, rock crushers, and multi task attachments. (Combination of all 3)</p> <p>Mulching attachments for tractors include the Patrizio, UML-FML, UML/LOW, UML/DT-FML/DT, UML/S, UMM, UMM/S, UMH/S, UMH/MEGA.</p> <p>Forestry tillers for tractors include the SSL/SPEED, SSL, SSM, and SSH.</p> <p>Fourth are special built carrier attachments. These include mulchers, stump cutters, forestry tillers, and multi-task attachments.</p> <p>Mulching attachments for special vehicles include the 140/U/PM, 200/U/PM, 300/U/PM, and 500 U/PM.</p> <p>Stump cutters for special vehicles include the 300/SC/PM.</p> <p>Forestry tillers for special vehicles include the 200/S/PM and 300/S/PM.</p> <p>Multi-tasks for special vehicles include the SFM/PM and SFH/PM.</p> <p>Fifth are dedicated tracked mulchers with cabs. These include models PT-175, PT-300, and PT-550. They can be equipped with mulchers, stump grinders, forestry tillers, and rock crushers.</p> <p>Finally, we offer remote-controlled units (RCUs). These include models RCU-55, RCU-75, and RCU-120. These machines can be outfitted with mulchers, flail mowers, and stump cutters.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	None

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Tree cutting, trimming and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	FAE offers a wide range of mulchers, forestry tillers, and stump grinders designed for tree cutting, trimming, and removal applications. These attachments are compatible with skid steers, excavators, tractors, and dedicated carriers.	*
77	Automated, remote, or robotic tree maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	FAE provides advanced Remote-Controlled Units (RCUs), including the RCU-55, RCU-75, and RCU-120. These units can operate in hazardous or hard-to-access areas and are equipped with mulchers, flail mowers, and stump cutters for versatility.	*
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	FAE's stump cutters and grinders include models for skid steers, excavators, PTO Tractors, Remote controlled units, and dedicated carriers. These machines are designed for efficient stump removal in a variety of terrains and environments.	*
79	Brush and limb chippers	<input type="radio"/> Yes <input checked="" type="radio"/> No	While FAE does not manufacture standalone chippers, our mulchers process brush and limbs efficiently into fine mulch, offering a viable alternative for vegetation management and disposal.	*
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	FAE does not produce direct incineration equipment; however, our mulchers create finely processed materials suitable for use in incineration systems or other disposal methods.	*
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	FAE offers a comprehensive selection of vehicle-mounted attachments, including mulchers, stump grinders, and rock crushers. Additionally, our attachments feature cutting-edge technology for precise and effective tree and vegetation management.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell FAE\_USA\_Price\_List\_FullLine\_ENG\_December\_2024.pdf - Wednesday January 08, 2025 16:03:53
- [Financial Strength and Stability](#) - FAE USA Banking reference letters.pdf - Wednesday January 08, 2025 16:04:09
- [Marketing Plan/Samples](#) - FAE Marketing Sourcewell.pdf - Wednesday January 08, 2025 16:04:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Invoice\_Offer\_Quote\_OC\_Freight\_Samples.pdf - Wednesday January 08, 2025 16:05:12
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Warranty Coverage and training materials.zip - Wednesday January 08, 2025 16:30:52

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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



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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	<input checked="" type="checkbox"/>	1