



MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Fecon, LLC

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 Fecon, LLC, 3460 Grant Drive, Lebanon, OH 45036 (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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

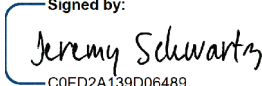
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

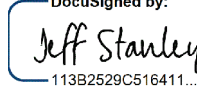
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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

Fecon, LLC

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/25/2025 | 9:01 AM CST

DocuSigned by:

 By: _____
 113B2529C516411...
 Jeff Stanley
 Title: Chief Commercial Officer
 Date: 2/25/2025 | 5:27 AM PST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: Fecon, LLC
Does your company conduct business under any other name? If yes, please state: Fecon
Address: 3460 Grant Drive
Lebanon, OH 45036
Contact: Mark Middendorf
Email: mjmiddendorf@fecon.com
Phone: 513-502-5820
Fax: 513-696-4431
HST#: 31-1345328

Submission Details

Created On: Thursday January 02, 2025 09:12:22
Submitted On: Thursday January 09, 2025 09:08:10
Submitted By: Mark Middendorf
Email: mjmiddendorf@fecon.com
Transaction #: 7790590d-175a-4afa-875c-bc5b13cafeae
Submitter's IP Address: 184.90.182.216

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.	Fecon, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
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).	Fecon manufactures and assembles the large majority of its products at multiple plants in Lebanon, Ohio USA. However, we partner with two manufactures/ suppliers to assist in the carrier portion of two (2 of 5) of our purpose built carrier models. These relations extend for over 10 years. Their supply accounted for approximately 5% of our revenue in 2024. RFW Bron 873 Devonshire Avenue Woodstock, ON, Canada N4S 8Z4 610 Main Street Le Roy, MN, USA 55951 ASV (Yanmar Compact Equipment division of Yanmar Group) 840 Lily Lane Grand Rapids, MN USA 55744
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE: 1KM85 Unique Entity ID: FU8JCLJBJC45
5	Provide your NAICS code applicable to Solutions proposed.	508202
6	Proposer Physical Address:	3460 Grant Drive Lebanon, OH USA 45036
7	Proposer website address (or addresses):	www.fecon.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeff Stanley Chief Commercial Officer 3460 Grant Drive Lebanon, OH 45036 jstanley@Fecon.com 513.315.8356
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark J Middendorf Executive Vice President 3460 Grant Drive Lebanon, OH 45036 mjmiddendorf@Fecon.com 513.502.5820
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Warfel National Sales Manager 3460 Grant Drive Lebanon, OH 45036 mwarfel@Fecon.com 513.240.2032

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Fecon has established a strong reputation since 1992 for producing the most durable mulching equipment in the market. The company focuses on offering heavy-duty equipment designed for severe applications. Understanding the demanding nature of their products and their duty cycles, Fecon prioritizes leading industry standards in after-sales support. By offering high-value products and exceptional service through a wide-reaching dealer network, Fecon builds lasting relationships with its customers. Their core values emphasize integrity ("Doing what is right"), excellence ("Being the best in class"), dedication ("Commitment and Dedication"), and providing outstanding customer service ("Excellent Customer Service").
12	What are your company's expectations in the event of an award?	Fecon is excited about the ease of purchase that the Sourcwell contract award will bring to its customers. The company regularly receives inquiries about the possibility of using Sourcwell for transactions, but currently has to direct customers to other, more time-consuming, and complex purchasing methods. These alternative options are often more costly for both Fecon and the end user. With this contract award, We hope to streamline the purchasing process, providing mutual benefits for both existing customers and new ones. The company aims to expand its ability to supply equipment to a broader customer base, improving efficiency and reducing costs for all parties involved. This partnership with Sourcwell will bring incremental opportunity to Fecon as we will invest in marketing and infrastructure to support.
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.	<p>Fecon is in its 34th year of business and continues to operate from a position of financial strength and steady growth. The outlook for 2025 is positive.</p> <p>Since 2006, our financial health has been regularly evaluated as part of the supplier programs of leading OEMs such as John Deere, Bobcat, and CNH. Throughout this ongoing evaluation process, we have consistently maintained a strong financial position, with no negative issues reported.</p> <p>Please see attached uploaded financial documents and financials from the most recent calendar year - 2023.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Note on Market Share for the mulching equipment industry: sales are not shared or compiled by our industry or any trade groups. It has been extrapolated from EDA reports and we are confident it captures approximately 22 - 25% of the sales in the market. While it is not exact it does demonstrates trends and changes to the market size over time when reviewed on a regular basis - which we do monthly.</p> <p>Fecon significantly leads US market share in both categories in US market for Excavators (EXC) and Compact Track Loaders (CTL). Our most recent data represents the trailing 12 months from the most recent time period available of November 18, 2023 through November 8, 2024 in combined channels:</p> <p>Market share of Fecon manufactured EXC mulching attachments: 43% (1st) Market share of Fecon manufactured CTL mulching attachments: 38% (1st)</p>
15	What is your Canadian market share for the Solutions that you are proposing?	There is no process available to quantify Canadian Market share in our industry. However, since our acquisition of the Vermeer corporation's forestry mulching business in 2021, we have grown our footprint in Canada substantially. It is estimated at similar to US at 30 - 40% overall.
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, Fecon has never had any bankruptcy proceedings.

<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Fecon is a manufacturer.</p> <p>Fecon's business model is based on partnering with a strong network of third-party equipment dealerships. These dealerships play a key role not only in sales and marketing but also in the company's product support services. Fecon values its dealership relationships as an extension of its own sales and marketing efforts, as well as critical contributors to post-sale service and repair.</p> <p>The company provides support to its dealerships through a dedicated team of 11 regional sales and (2x) service support managers. These managers work directly with dealers, assisting them with both the technical and application aspects of the sales process. This ensures that customers receive the most suitable solutions for their needs, fostering a high level of customer satisfaction and a strong, efficient dealer network.</p> <p>In summary, Fecon's dealership network is a cornerstone of its sales and support structure, with the regional support team playing a pivotal role in ensuring the dealerships can offer the best solutions and service to customers. Fecon segments its dealerships into four tiers:</p> <ul style="list-style-type: none"> - Associate and Partner dealerships typically hold a limited range of Fecon inventory on a non-exclusive basis. - Signature dealerships provide more entrenched relationships, stocking the complete portfolio of Fecon products and maintaining a commitment to holding the Company's tractors in inventory. Due to the broader range of inventory and ability to sell a full suite of complimentary Fecon products, it is typical for Signature dealerships to include Fecon products in their floor plan marketing. - Vermeer Dealers are similar to the Signature dealers in product range and discount but in slightly different product trade dress (yellow and black vs. traditional red). This channel has replaced the Vermeer forestry line with Fecon products and it has resulted in increased service/ support and incremental sales specifically in the important municipal/ government markets. These dealers are already highly experienced with the Sourcewell solution process and eager to include Fecon as a part of that. - Fecon remains committed to its Signature and Vermeer dealership partners through the referral of new business opportunities, favorable pricing and strategic selection of dealerships to ensure optimal performance within each territory.
<p>18</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>None are needed.</p>
<p>19</p>	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>
<p>20</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>In 2024 - Fecon TrimEx won Contractors' Top 50 New Products Award Equipment Today magazine</p> <p>In 2023 - Fecon FMX won Contractors' Top 50 New Products Award Equipment Today magazine</p> <p>In 2021 - Fecon StumpEx won Contractors' Top 50 New Products Award Equipment Today magazine</p> <p>In 2020 – Fecon Standard Flow Mulcher Head won “2020 Contractors' Top 50 New Products Award” given by Construction Equipment Today.</p> <p>2016, 2015, 2014 – Manny Award for Top Growth Company</p> <p>2020 – Named in Cincinnati Business Courier Top 150 Company List of Private Companies</p> <p>In 2016 – Fecon StumpEx Stumper won “Contractors' Top 50 New Products Award” given by Construction Equipment today.</p> <p>2016 won United Way Corporate Involvement Award</p>

21	What percentage of your sales are to the governmental sector in the past three years?	<p>Fecon's sales model, which primarily relies on dealerships to reach end-user operators, limits the company's ability to directly segment end markets by revenue. However, Fecon estimates that a small but significant portion—around 10 to 15% of its total sales—comes from government-related transactions. This includes direct sales to government entities as well as sales to contractors who work on government projects.</p> <p>Access to a Sourcwell contract would grow this substantially.</p> <p>The large portion of Fecon's sales is directed toward contractors supporting government work, highlighting the important role of the construction and infrastructure sectors, which often rely on heavy-duty equipment for government-related projects. There is a growing trend for more government agencies to do this type of work themselves. Though Fecon does not have granular visibility into revenue segmentation by end market due to the dealership model, this rough estimate reflects the company's involvement in government-related markets.</p>
22	What percentage of your sales are to the education sector in the past three years?	<p>Similar to the above point regarding Fecon's products being sold through our dealership to our customer base to end user operators, we have limited ability to segment the education sector by revenue.</p> <p>However, it is estimated that there is a very small amount of our product sold to educational sector - likely less than 1 or 2%.</p>
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Currently we hold no other cooperative purchasing agreements and allow our dealers to manage directly on a local level.</p> <p>We approach the Sourcwell opportunity differently as we see this as offering a complete US and Canada solution that is uniform and has more value than the other organizations.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Fecon dropped their GSA contract in 2023 and now utilizes FCC (Federal Contractor Corp) to exclusively manage our GSA opportunity.</p> <p>Annual sales volume the past 3 years through GSA and FCC:</p> <p>2022: \$ 781,761.43 2023: \$ 945,063.55 2024: \$ 1,212,356.71</p>

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 *
U.S. Army Fort McCoy (DPTMS- LRAM)	Brooks Lundeen	608-388-2482
Camp Atterbury - Indiana National Guard	Nathan K Eaton Land Repair and Maintenance Coordinator	812-526-1499 Ext: 61979
Ohio Department of Transportation, District 02	Robert Shirey	419-373-4453

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>Fecon has a focused team of 11 Regional Managers in the field living and working in their territories. The Fecon RMs are highly experienced averaging over 15 years in the industry.</p> <p>This team manages a US/ Canada dealer network, which allows the company to reach all customers to support its sales efforts in the U.S. and Canada..</p> <p>These managers play a crucial role in strengthening relationships between end users and dealers, as well as training, demoing, and specific application solutions.</p> <p>At Fecon's headquarters, there is an internal team responsible for administrative tasks, inside sales, and managerial support. This team assists with various aspects of the sales process, from managing internal processes to providing assistance and coordination with the external dealer network.</p> <p>Together, the combination of the US/ Canada dealer network, regional managers, and headquarters support staff ensures Fecon can maintain a strong presence in its target markets and offer efficient, effective service to its customers.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Fecon has a dealer network of approximately 500 selling locations in US and Canada.</p> <p>Dealers are segmented into four (4) types of dealers to be sure we cover all customer types and sizes. These dealers also represent a variety of OEM manufacturers in orders to be able to reach all types of carriers for our attachments. Fecon also seeks out dealers that have specific relationships with state and local governments to maximize opportunity with each.</p> <p>Dealer Type:</p> <p>Associate - opportunistic, usually non-stocking for attachment sales and service only.</p> <p>Partner - limited stocking of attachment inventory, sells and supports with service programs; usually also has a rental fleet; strategic in approach of market</p> <p>Signature: provide more entrenched relationships, stocking the complete portfolio of Fecon products and maintaining a commitment to holding the Company's tractors in inventory. Due to the broader range of inventory and ability to sell a full suite of complimentary Fecon products, it is typical for Partner dealerships to include Fecon products in their floor plan marketing.</p> <p>Vermeer Dealers are similar to the Signature dealers in product range and discount but in slightly different product trade dress (yellow and black vs. traditional red). This channel has replaced the Vermeer forestry line with Fecon products and it has resulted in increased service/ support and incremental sales specifically in the important municipal/ government markets. The Vermeer network is new to Fecon (joining in 2021) and experienced in Sourcwell process and opportunity with their existing product.</p>	*
28	Service force.	<p>Fecon's US/ Canada dealer network can provide service and parts to end users. It also provides onsite service work essential in this industry as units are typically working in remote locations and difficult/ expensive to move.</p> <p>There are also two (2) service technicians traveling in the field that make onsite visits to dealers and end users for training and support in unique situations.</p> <p>Fecon has an internal customer support team that takes phone calls, emails & answers. On Fecon's website technical support site (feconconnect.com) maintenance service tips & tutorial videos, parts and operator manuals, can be located 24/7. This options are important to support entities with own service groups common in government agencies.</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>Orders are entered from our dealer at Fecon through the Regional Manager on a CPQ configurator to insure accuracy and timeliness of order. Orders are then managed by the sales administration team internally until shipment. The assigned sales admin coordinates with the dealer through shipment.</p> <p>Fecon is currently beta testing a dealer portal with a sample of dealers that provide real-time tracking of orders through to arrival at location. This is expected to be rolled out to all dealers in 2025.</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>Fecon provides robust customer support through a dedicated Customer Service Team at its headquarters. This team handles inquiries through various channels, including phone calls, emails, and on the company's website. Customers can expect instant response times through calls and live chat, ensuring quick and effective assistance for their needs.</p> <p>In addition to the Customer Service Team, Fecon has multiple product managers with focuses on either attachments or carriers. These product managers serve as an additional line of customer service, offering specialized knowledge and support. They are available to travel to customer sites when necessary, providing on-the-ground assistance to resolve complex issues or offer guidance on product usage.</p> <p>This multi-layered approach ensures that Fecon customers receive timely, informed, and personalized service, whether through immediate contact with the customer service team or through more specialized support from the product managers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Fecon is fully capable and committed to serving all Sourcewell participating entities across the United States. The company achieves this through its extensive network of servicing dealers, which includes both Fecon dealers and Vermeer dealers. Fecon has over 200 dealer locations, while Vermeer adds an additional 100+ locations to the network. These dealerships provide service and support both at the dealership itself and on-site, ensuring that customers can receive timely assistance, whether for sales, service, or repairs.</p> <p>This broad and well-established dealer network allows Fecon to effectively serve a wide range of customers, including those who are part of Sourcewell contracts, ensuring they have access to high-quality products and comprehensive support wherever they are located in the U.S.</p> <p>In addition to its extensive dealer network, Fecon will further strengthen its support by leveraging internal teams both at its corporate headquarters and in the field. These teams work alongside the dealers to provide comprehensive service and ensure that customers receive the best possible support.</p> <p>Fecon also offers technical support through its FeconConnect.com website. This platform serves as a valuable resource for customers, providing access to technical documentation, troubleshooting guides, and other resources to help customers resolve issues and maximize the use of Fecon products. The combination of in-field support, corporate assistance, and the feconconnect online portal ensures that Fecon customers have multiple avenues for reliable and knowledgeable assistance.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As in the US, Fecon is fully capable and committed to serving all Sourcewell participating entities across the Canada. The company achieves this through its extensive network of servicing dealers, which includes both Fecon dealers and Vermeer dealers. These dealerships provide service and support both at the dealership itself and on-site, ensuring that customers can receive timely assistance, whether for sales, service, or repairs.</p> <p>This broad and well-established dealer network allows Fecon to effectively serve a wide range of customers, including those who are part of Sourcewell contracts, ensuring they have access to high-quality products and comprehensive support wherever they are located in Canada.</p> <p>In addition to its extensive dealer network, Fecon will further strengthens its support by leveraging internal teams both at its corporate headquarters and in the field. These teams work alongside the dealers to provide comprehensive service and ensure that customers receive the best possible support.</p> <p>Fecon also offers technical support through its FeconConnect.com website. This platform serves as a valuable resource for customers, providing access to technical documentation, troubleshooting guides, and other resources to help customers resolve issues and maximize the use of Fecon products. The combination of in-field support, corporate assistance, and the feconconnect online portal ensures that Fecon customers have multiple avenues for reliable and knowledgeable assistance.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Fecon can serve the entirety of Canada & The United States.	*
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.	Fecon can serve any & all Sourcewell participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Fecon has no contract restrictions. Fecon can serve all entities in Hawaii, AK & US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Fecon would extend terms to nonprofit entities.	*
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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>Fecon's strategic plan outlines a robust approach to leveraging the Sourcewell contract and tapping into the municipal and government sector. Here's a summary and a more detailed breakdown of the outlined action plan:</p> <p>Strategic Focus Areas:</p> <p>Training and Support Enhancement:</p> <p>Goal: Ensure the team and dealer network are equipped with the knowledge and tools to promote the Sourcewell contract effectively. Action: Fecon will continue refining its training programs and provide ongoing support to maximize their reach within the government sector. We are currently in discussions with an outside group that we would utilize in the event of an award to provide dealer network training and ongoing support. This specific group under consideration is experienced with both Sourcewell and our key dealer groups.</p> <p>Sourcewell-Specific Collateral:</p> <p>Goal: Equip the sales team and dealers with resources tailored specifically to Sourcewell. Action: Develop and distribute collateral materials designed to emphasize the benefits and opportunities of Sourcewell contracts. (Examples have been uploaded)</p> <p>PR and Media Outreach:</p> <p>Goal: Increase visibility and awareness within the government purchasing community. Action: Launch a proactive public relations campaign in both the U.S. and Canada, targeting trade publications, government purchasing groups, and posting news on Fecon's dealer and end-user sites. We will attend and exhibit at trade shows in US and Canada with exposure to government entities and promote as a Sourcewell solution at these events.</p> <p>Email Marketing Campaigns:</p> <p>Goal: Engage U.S. and Canadian government entities with consistent, informative communication. Action: Implement an email marketing blitz to government contacts, with targeted campaigns during key seasons or events to maximize impact.</p> <p>Participation in Trade Events:</p> <p>Goal: Strengthen Fecon's presence at events specifically focused on government customers. Action: Identify and participate in trade events that cater to municipal and government customers in both the U.S. and Canada.</p> <p>Expert External Resources:</p> <p>Goal: Enhance efforts with specialized knowledge and support. Action: Hire outside experts who can assist in driving these initiatives and ensuring the partnership's success.</p> <p>By following this comprehensive plan, Fecon will ensure its efforts are well-targeted and effectively executed to capitalize on the opportunities available through Sourcewell, benefiting both Fecon and the government entities we aim to serve.</p> <p>(Samples of draft marketing material were downloaded)</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Fecon works with outside agencies to maximize our efforts in marketing through technology and social media with success. This approach will be a part of our overall effort described above with a specific focus on SEO for government entities, leveraging our extensive social media following, our new CRM base that has a US and Canada government segment, and email blast pre and post events to target specific equipment utilized in government work.</p>	*

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>Fecon acknowledges Sourcewell's expertise in providing equipment solutions for government and municipal customers, and plans to utilize their insights, direction, and best practices to promote its own offerings. If available, Fecon would actively seek input from Sourcewell to enhance the overall promotion and success of their agreement. To the extent that Sourcewell has marketing materials or promotional channels that can help increase visibility for Fecon's products. It may be beneficial to collaborate on joint marketing efforts or to leverage your communication platforms to target relevant municipal and government agencies. Many of our customers already use Sourcewell contracts and stay updated on Sourcewell news and promotions.</p> <p>If there are any case studies or success stories where Sourcewell contracts have been particularly beneficial, Fecon can use these as examples to show potential customers how the Sourcewell framework streamlines purchasing and ensures value.</p> <p>Fecon will train and incentivize their sales team to promote the use of Sourcewell contracts. This includes training sessions for the dealer network and other support measures to ensure that the sales team is prepared to fully capitalize on the Sourcewell agreement. Dealers will be extended a strong margin compensation for their part in the sale.</p> <p>As the sales team becomes more engaged, regular feedback from both the sales force and dealers will be crucial. Establishing a feedback loop with Sourcewell, as well as ensuring that any best practices learned are communicated across the organization, will be beneficial.</p> <p>Finally, we have begun discussions with an agency to assist in several critical areas post-Sourcewell award, including: Dealer network training (group, one-on-one, and webinar formats), RFP (Request for Proposal) support, Sales visits with customers, Ongoing webinars focused on continuous improvement to raise awareness of opportunities. This group is experienced with Sourcewell and our key dealers already doing work in this area.</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.	<p>External E-Procurement Process: Fecon already has an external e-procurement system in place for spare parts and accessories, but it is not yet fully accessible to external dealers or government customers for purchasing finished units.</p> <p>Beta Testing: Fecon has started a beta test with a select group of dealers to refine this system. Once the beta phase is complete and feedback is integrated, the platform will be opened to all dealers.</p> <p>Future Plans: The next phase is to expand the e-procurement platform to be available to end users and government entities, with a target release expected in late 2025.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Fecon provides comprehensive support through its FeconConnect portal, which is a 24-hour parts and service resource for customers. The portal allows users to easily download parts and service manuals, access parts and service bulletins, and view maintenance tips. This ensures that customers have the necessary documentation and guidance at their fingertips to properly maintain and repair Fecon equipment. Each piece of Fecon equipment is labeled with a unique QR directing the user directly to the are of the site specific for their unit.</p> <p>In addition to these resources, the FeconConnect site offers training tutorials to help users improve their skills and knowledge, further enhancing the customer experience. The portal is also an excellent source for ongoing maintenance tips, keeping equipment running efficiently.</p> <p>For direct support, Fecon's Service Department is available by phone or through the website to assist with operator or maintenance questions. This makes it easy for customers to get quick help when needed.</p> <p>Fecon also provides on-site assistance through its field technicians, product managers, and regional sales managers. These experts can visit along with a dealer to troubleshoot issues, support unique applications, or provide additional training, ensuring that Fecon's customers receive the highest level of service and expertise for their specific needs.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Fecon has recently introduced Fusion Technology option on our key attachments and now rolling out to our full product offering.</p> <p>Fusion is a cutting-edge, intelligent control technology that automatically tunes your attachment to the carrier in real time Giving you the best performance no matter the conditions.</p> <p>Fusion provides advanced connectivity and performance tracking through the new Fusion App. This App displays real-time performance dashboards, allows selection of different operating modes, receives program updates ensuring the mulcher stays up to date with the latest advancements.</p> <p>Additionally it continuously self-tunes based on dynamic conditions Temperature, altitude, carrier efficiency, and carrier settings. It maximizes staying power and minimizes recovery time for peak performance and eliminates manual setup and tuning.</p> <p>This option is industry leading and unique in this industry.</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>Fecon Green: A complete solution of soresst friendly lubricants designed for the rigorous demands of all your land clearing needs. Now standard in all Fecon Mulching Tractors.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ISO 9001 Certification</p>	*
45	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>Fecon's products are built for high performance, offering a range of capabilities that serve diverse applications while ensuring operators experience a superior, automated process. This reduces operator error, allowing customers to confidently use Fecon equipment in even the harshest environments.</p> <p>Superior Engineering & Design: Fecon continuously improves its products, using feedback from operators and following a structured stage-gate process for both new product development and existing product enhancements. This approach ensures that the company's offerings stay innovative and aligned with customer needs.</p> <p>Compatibility: Fecon's attachments are designed to be compatible with a wide range of third-party carriers. This flexibility enables customers to maximize their existing infrastructure when adding Fecon attachments, allowing them to expand their equipment capabilities without unnecessary additional investment.</p> <p>Competitive Cost of Ownership: Fecon's products often present a cost-effective alternative to the higher capital and operating expenses typically associated with acquiring a range of separate products for similar functionality. The versatility of Fecon equipment helps customers achieve optimal performance while minimizing overall costs.</p> <p>Ongoing Customer Support: Fecon places a strong emphasis on customer service, which has fostered high customer loyalty. Fecon has an impressive 92% of parts orders being shipped the same day and over 97% of orders shipped within two days. Additionally, Fecon's warranty processing is efficient, with an average turnaround of approximately 2.5 weeks. This level of support contributes to the company's reputation for reliability and customer satisfaction.</p>	*

<p>46</p>	<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>At Fecon, safe operation is a top priority for every piece of equipment we design and manufacture. With over 25,000 units shipped, our extensive experience has enabled us to continuously refine and enhance our equipment:</p> <ul style="list-style-type: none"> - Fecon Forestry Mulching Carriers are equipped with emergency stop (Estop) switches that immediately shut down the engine. These switches also feature a reset actuator to prevent accidental restarting of the machine. - Fecon Forestry Mulchers are equipped with Lockout/Tagout (LOTO) systems to ensure machines can be properly secured during maintenance or repair. This safety feature helps prevent accidental startups, protecting both the operator and maintenance personnel. - Fecon Forestry Mulchers have 2-4 points of egress from the operators enclosure depending on the model of machine. - Fecon Forestry Mulching Carries meet criteria and have been certified to achieve ROPS (ISO 8082), FOPS (ISO 8083) and OPS (ISO 8084) - All windows are Poly Carbonate and at least .5" thick. Reducing the ability for the windows to break during rigorous land clearing operations. - Fecon Attachments that have hoses exposed to the environment are protected with durable nylon hose sleeve, which provides resistance to abrasion and UV damage. This sleeving also minimizes the risk of injury by containing ruptured hydraulic hose that can cause hydraulic fluid injection injuries. - The forestry attachments are built to withstand extreme demands, the Bull Hog's body is made from heavy-duty materials to handle the forces and abrasive conditions of mulching. - The design of the mulching attachment directs flying debris away from the operator, enhancing safety. Additionally, safety debris chains help reduce the amount of material that can rebound from the cutting chamber toward the operator's enclosure. - Fecon Products are designed to reduce risks during maintenance by providing easy access to serviceable components. The machine does not need to be powered on to perform daily maintenance, ensuring safer and more efficient service. - Fecon Fusion-equipped products detect and report attachment failures in real-time, helping operators prevent further damage and machine failure. - Fecon Forestry Attachments are preset at the factory with systems designed to operate within safe and productive parameters. These systems cannot exceed their operating range without external mechanical tampering, ensuring consistent performance and operator safety.
<p>47</p>	<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>Vegetation management products are frequently used in demanding environments, often under long duty cycles. In these conditions, operator comfort becomes essential for ensuring safety and productivity during extended work periods:</p> <ul style="list-style-type: none"> - Fecon Attachments are balanced both statically and dynamically, ensuring smooth operation. This design and process reduces vibration, extending machine life and minimizing operator fatigue. - Fecon Forestry Mulching Carriers feature pressurized cabs with recirculation air filters to reduce dust infiltration, ensuring operators breathe cleaner air. For the harshest, dustiest environments, additional heavy-duty air cleaners are also available - Fecon Forestry Mulching Carrier Cabs are mounted to the machine frame using rubber mounts, which significantly reduce vibration and jarring during forestry mulching operations, enhancing operator comfort and minimizing fatigue. - Fecon Forestry Mulching Carriers feature ergonomic seats designed for maximum comfort and support, including: <ul style="list-style-type: none"> - Air suspension - High-back seat cushions - Fully adjustable and customizable armrests - Joysticks mounted to the seats, moving with the operator for better control - Large wide seat belts - Fecon Forestry Mulching Carriers are outfitted with easy-to-use controls with intuitive layouts that reduce strain and allow for more efficient operation. - Fecon Forestry Attachments are preset at the factory with systems designed to operate within safe and productive parameters. These systems cannot exceed their operating range without external mechanical tampering, ensuring consistent performance and operator safety.

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>Due to the nature of the extreme duty of the mulcher product Fecon has placed serviceability and accessibility a key element in all design.</p> <p>Fecon has a 92% of parts orders being shipped the same day and over 97% of orders shipped within two days. Additionally, Fecon's warranty processing is efficient, with an average turnaround of approximately 2.5 weeks.</p> <p>The Fecon limited warranty on attachments is an industry leading 2 years. Carriers are 1 year on the unit and 2 years on the engine.</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 checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fecon operates under an equal employment opportunity and affirmative action plan. With all employees having the right to work in an environment free from all forms of unlawful discrimination. Fecon values and respects the rights and dignity of each employee and will not tolerate discrimination or harassment based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, protected veteran status, or any other characteristic protected by applicable federal, state or local law.</p> <p>While under GSA we followed a Small Business Subcontracting Plan approved by GSA.</p> <p>Our current GSA partner is a Certified HUBZone Business and a Certified Small Business.</p>
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	Fecon, LLC is no longer considered a small business concern due to a non-novated acquisition.
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.	Our payment terms will be set at Net 60 for those purchasing off the Sourcwell contract..
59	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Fecon has a financing arrangement with Stearns Bank (MN). They offer financing on Fecon attachments & tractors that can be accessed through our dealers.

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.	Orders will be received through our Regional Manager team and electronically entered in the CPQ configurator. The dealer/ customer receive an order confirmation with all details and availability or projected ship dates for accuracy.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, however if preferred or necessary, Fecon can investigate more on getting setup.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Fecon works on an annual published price list. The published version includes illustrations, descriptions, model numbers, variations, and accessories. We also have a version of the data in an excel version (both have been uploaded). Note: the prices are in USD. Fecon sells this equipment to dealers at a net price discounted from the list price. All Fecon products on the included list are available as part of the Sourcwell solutions in US and Canada.	*
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.	Fecon is offering a 12% discount off our published list price across all products listed on the submitted Fecon Price List. Please find the Price List in the documents section.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Fecon products are not typically purchased in significant quantities to allow a quantity discount, therefore no program has been established. However, Fecon can work with the customer on a case by case basis to meet a specific circumstance.	*
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.	Fecon does not typically offer sourced or outsourced products or services. Those are typically provided by the dealer. However, if necessary it would be done on a cost + 10% basis.	*
66	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.	All Fecon comes tested and ready to operate. However, if the unit purchase requires installation on the purchaser's carrier, there may be an additional charge. This rate may vary depending on scope of project and dealer regionality. The dealer will transparently clarify and additional possible charges at the time of order. Please note - not all machines require special installation and many entities will perform this work themselves.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is quoted at the time of sale & added to the purchase price. It is variable depending on the type of equipment, size & weight, and distance. Fecon has strategic alliances with freight carriers to get multiple sourced quotes providing a lower cost.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fecon regularly ships to Alaska, Hawaii, Canada and other remote sites. We have specialized freight carriers that are experienced in these routes and with our equipment.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Should the customer desire other options they, or the dealer can work directly with our shipping department. We can also offer pick up at the factory in Lebanon, OH. Or we can work them directly to assist in their preferred method. Many units will also be in stock as available inventory at our dealer base. These units can be available for immediate pick up.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Fecon will designate a Sourcwell Contract administrator to manage the contract, coordinate sales activities between departments and dealer, provide tracking and reporting. This position will report up to commercial management and be checked by the office of the CFO. Fecon has successfully managed similar activities with our GSA contract.	*
71	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.	Fecon dealers and regional managers work under an annual business plan that is reviewed monthly and updated quarterly. These plans will state targets for sales from the Sourcwell agreement. Dealers will be evaluated and Regional Managers will be compensated on progress toward achieving these targets.	*

72	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>2% of the net sale price on attachments that typically range from \$20K-70K.</p> <p>1% of the net sale price on engine powered carrier units with a typical sales price of 250K-\$500K.</p> <p>The fee will be paid in accordance with the Master Agreement at the time of reporting on the previous period.</p>
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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.	<p>This is our best pricing to any existing cooperative contracts, state contracts, or agencies.</p> <p>Fecon does have different net pricing for our dealers for resale to end use contractors.</p>

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>Fecon manufactures and supports both compact and heavy equipment as attachments or as self powered purpose built units.</p> <p>The variety of attachments (drum mulchers, disc mulchers, deck mowers, grapples, tree shears, tree trimmers, stump grinders) are designed to fit and operate at a high performance on any manufacturer or size of compact tractor, skid steer loader, compact track loader, compact excavator, or large excavator.</p> <p>These attachments provide solutions for use in tree and vegetation management applications that include, but not limited to, tree cutting, trimming and removal; stump cutting and grinding,</p> <p>Fecon manufactures both purpose built vehicles designed primarily for vegetation management that includes, but not limited to grapples, drum mowers, deck mowers, and drum mulchers, and grinders.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Sub categories in these solutions usually first break down to attachments or self powered purpose built units that perform vegetation management work.</p> <p>Under the self powered units, the sub categories are segmented by horsepower class; Fecon offers a full range of units at 135hp, 150hp, 200hp, and 300hp.</p> <p>Under the attachments the sub categories are segmented in to what the attachment will be be attached and powered by. Fecon offers a full range of units that operate on all types and any manufacture:</p> <p>Compact Excavators (3.5 to 10 tons) Midsize Excavators (10 to 20 tons) Heavy Excavators (20 to 45 tons)</p> <p>Compact Track Loader/ Skid Steer (Standard Flow) Compact Track Loader/ Skid Steer (High Flow)</p> <p>Utility Tractors - PTO mount (70hp) Utility Tractors - PTO mount (90hp) Utility Tractors - PTO mount (110hp)</p> <p>There is also a sub category of mulchers that is dependent on the cutting process utilized to meet the different needs of customer application and/ or vegetation type based on geography.</p> <p>Fecon offers a full range of type: Drum Rotor Depth Control Drum Split Ring Disc Cutter Deck Cutter (blade)</p>

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	<p>Fecon Bull Hog® Attachment fits a variety of carriers, skid steer, and excavator mounted, rotational brush cutting and forestry mulching attachments. For tree cutting and onsite chipping.</p> <p>Fecon Trim Ex tree trimming saws pair perfectly with small- to mid-size carriers you already have to slice through overhanging tree limbs and other vegetation with ease. With a working height as high as 26 feet and the ability to rotate the blade up to 180 degrees, the high-speed saw allows you to make continuous clean cuts from one machine position, increasing productivity.</p> <p>Fecon Tree Shear is a single knife or dual knife Bunching Shears for skid steers and excavators to nimbly shear, lift, bunch, and carry multiple trees with a single attachment. Fecon has designed models for excavators 7-10 ton which require as little as 15 gpm of Low Flow Hydraulics. Our Tree Shears are ideal for reaching up and down slopes and areas that are otherwise inaccessible.</p>
77	Automated, remote, or robotic tree maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Fecon STUMPEX stump grinder mounts to skid steers and backhoes with as little as 20 gpm hydraulic output. The STUMPEX's low RPM and 33,600 ft. per lb. of torque enable it to draw itself down into any species of stump. Low maintenance costs, high production, and less clean-up make the STUMPEX excellent for stump grinding contractors in land clearing, tree care, and municipal applications.</p> <p>Fecon offers a wide range of stump grinding attachments in our Stump Grinder line for skid steers, excavators, and forestry prime mowers.</p>
79	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fecon Bull Hog® Attachment fits a variety of carriers, skid steer, and excavator mounted, rotational brush cutting and forestry mulching attachments. For onsite chipping of either standing trees/ limbs or on ground.</p>
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
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	<p>Fecon has a complete offering of purpose built vehicles for tree and vegetation management. These units operate a variety of attachments and range from 135hp, 150hp, 200hp, and 300hp.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Signature Dealer - 2024 Pricing 0108.pdf - Wednesday January 08, 2025 08:08:37
 - [Financial Strength and Stability](#) - 2023 WCI-Cedar Holdco & Subsidiaries Consolidated Audited Financial Report_Final.pdf - Wednesday January 08, 2025 08:15:12
 - [Marketing Plan/Samples](#) - Sourcewell 2025 Marketing.pdf - Wednesday January 08, 2025 11:42:54
 - [WMBE/MBE/SBE or Related Certificates](#) - ISO Certificate of Program - 06-24.pdf - Wednesday January 08, 2025 14:26:29
 - [Standard Transaction Document Samples](#) - Order Proces Examples.pdf - Wednesday January 08, 2025 14:26:57
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - RED Master Specs Attachments Matrix (SW).xlsx - Wednesday January 08, 2025 08:33:31

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. - Mark Middendorf, Executive Vice President, Fecon, LLC

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