



MASTER AGREEMENT #033126
CATEGORY: Snow and Ice Handling Equipment, Supplies, and Accessories
SUPPLIER: Fair Manufacturing Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Fair Manufacturing Inc., 2900 Alumax Road, Yankton, SD 57078 (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 June 11, 2030, 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 #033126 to Participating Entities. In Scope solutions include:
 - a. Plows, blades, wings, blowers, and snow removal brooms;
 - b. Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids;
 - c. Snow melting equipment; and,
 - d. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling.

Proposers may include a **complementary** offering of services, parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections a. – d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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

The Report must contain the following fields:

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

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

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

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

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

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, 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.

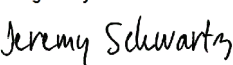
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Fair Manufacturing Inc.

Signed by:

C0FD2A139D06489...

Signed by:

D276A5A4CE2E434...

By: _____

By: _____

Jeremy Schwartz
Title: Chief Procurement Officer

Ethen Wentz
Title: President

Date: 6/11/2026 | 12:46 PM CDT

Date: 6/11/2026 | 8:33 AM CDT

RFP 033126 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

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

Submission Details

Created On: Tuesday February 10, 2026 11:22:42
Submitted On: Thursday March 26, 2026 13:00:25
Submitted By: Dena Nanninga
Email: dnanninga@fairmfg.com
Transaction #: 3cdd38f1-d568-433a-b34b-1444ff8edac5
Submitter's IP Address: 147.243.205.235

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.	Fair Manufacturing Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no subsidiaries, authorized affiliates or any other entities that will be responsible.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	711W4
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	2900 Alumax Rd Yankton, SD 57078
7	Proposer website address (or addresses):	www.fairmfg.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):	Ethen Wentz President Fair Manufacturing Inc. 2900 Alumax Rd Yankton, SD 57078 ewentz@fairmfg.com 605-653-3247
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Dena Nanninga Contract Administrator Fair Manufacturing Inc. 2900 Alumax Rd Yankton, SD 57078 dnanninga@fairmfg.com 605-653-3247
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Joshua Stucky Sales Manager Fair Manufacturing Inc 2900 Alumax Rd Yankton, SD 57078 jstucky@fairmfg.com 605-653-3247

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,	Fair Manufacturing was established in 1963 by Walter Fair in Menno, SD to meet the needs of the local farming community. Originally operating as a repair shop, Fair

business philosophy, and industry longevity related to the requested Solutions.

first pioneered the twin fan snow blower in 1969. This snow blower was able to break through the hard-packed, wind driven South Dakota snow. Named Snocrete, a play on "snow as hard as concrete", the product took off in the snow-belt plains states. Early marketing includes pictures Fair took of the tractor and snow blower attachment parked on a hard packed snowbank right next to the hole in the snow bank the snow blower had just blown open. As Fair's product continued to grow in popularity, He increased the product line to include loader-mounted models. These snow blowers were to meet the needs of the government sectors that had to fight the same snow as their farming counterparts. He also added the companion product of the Super Haul Snow Body Insert, a dump truck body insert that increased the hauling capacity of a dump truck by three times, to pair with his Snocrete snow blower. His philosophy of meeting the needs of the customers with products that save time and money were the driving force of this innovation.

As a family business, our family name is on our product, and we take pride in that. Fair Manufacturing strives to provide innovative, quality products that meet our customers' needs and do so in a way that leaves our customers wanting to come back. When we get calls from customers who still have a product in the field that was manufactured in 1984, we know we have done what we set out to do.

Innovation

Three generations later, Fair Manufacturing is still looking at what issues our neighbors are facing and what we can do to help produce equipment that solves those problems. Fair Manufacturing received its first patent in 1975 for the Super Haul Snow Body Insert. 13 patents later, our story of innovation continues. Initially, the Snocrete snow blower pioneered a twin fan snow blower design as opposed to an auger driven model. This concept allowed customers to have a snow blower that was more resistant to foreign objects: frozen, buried in the snow debris that can mean the difference between an open road or broken equipment when time is critical. Today, Fair Manufacturing still offers a twin fan snow blower but has expanded its product line to include much more. New products that are on the cutting edge of innovation our name is known for. Our thought is, if we can't make the product better than what's currently available, we won't make it. Each product we offer, from wing plows to snow blowers, is engineered to be the best solution, with the longest lifespan, at the best possible price. We want our customers to know when they decide to buy a Fair they won't ever buy anything else.

Commitment to the Customer

Our customers started as our neighbors, and we like to treat them as such. We want to help. We strive to make the overall user experience the best possible. Proof of our accountability is our product guarantee. If we make it, we service it and we stand behind it. No planned obsolescence. When you make a product that is designed to stand the test of time, you also must be able to service it. This commitment allows smaller entities to spread the budget dollars a little further, knowing that that snow blower purchased in 1992 by a small South Dakota town with a population of 800 can probably make through another snow season with a little regular maintenance and replacement of wear parts that Fair guarantees to have in stock. With our 24-hour service hotline, we are available for service when our customers are using their products. We want our customers to know we are here with what they need, whenever they need it.

Fair Pricing

Not just a play on words, we know that our customers must make all their budget dollars work hard. Fair has literally designed its products around the concept of allowing customers to save money. The Super Haul Snow Body Inserts, whose purpose is hauling more snow each dump trip, saves time and fuel. The detachable Snocrete snow blower with a replaceable snow blower head allows one to keep the expensive engine half and replace the worn-out snow blower half. With our newest Hydratach line, a piece of equipment is no longer a one trick pony but can carry its own weight and do multiple jobs. The engine driven snow blower can be quickly detached from the power unit in the spring, and a boom mower can be attached to the same engine for summer work. With no second engine to purchase or maintain, saving money is literally in the design.

Durability

A product purchased that does not last is not a product that will be purchased again, and we know that. We want our products to last longer than the rest. We build equipment that is designed to be strong and durable. The colder it is, the more things seem to break. With our products being used primarily in snow and ice, we know this better than most. It is something we consider in each product we make. Our early advertising shows us throwing chains, tires and even cement blocks into the path of our snow blower, just to show what kind of foreign debris it can

		take. Just for fun, we created a viral video showing our snow blower, the one we use every winter to open our own corporate driveway, blowing through a car, again just to show what our equipment can do and the safety shutdowns it incorporates. When we make a product, we want it to last.	
12	What are your company's expectations in the event of an award?	Fair Manufacturing anticipates that receiving this contract will allow us to continue to meet the needs of our customers in the Government and Education sectors as simply and efficiently as possible. Having this contract allows us to streamline the purchasing process for our customers. Many customers request to purchase from the Sourcewell contract and are delighted that we can offer this option. Over the course of the last eight years of holding a Sourcewell contract, our percentage of government sector sales has increased by 50% and over the term of our last four-year contract our sales have increased 55% over the previous contract term. We believe this growth is due to both our marketing of our availability on the contract as well as repeated customer purchases from the contract. We do not have any customers who, once they have purchased with the contract, desire to purchase off the contract through the traditional bid process. Based on our historical data, we expect this new contract to provide growth in our government sales sector as a percentage of our total sales, as well as contract sales within the government sector.	*
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.	Fair Manufacturing is a privately held, family-owned business. As such we have no SEC filings and/or credit or bond ratings to share. We have attached several letters of reference from our vendors, dealers and our financial institution verifying our financial stability. Please see the attached file labeled "Financial Strength and Stability". As a business subject to seasonality in our products, we understand the ebbs and flows. Over the last 60 years we have learned to take fiscal responsibility for our resources. We understand that our employees, their families, and our very community rely on us being a healthy business. We strive to maintain that every day.	*
14	What is your US market share for the Solutions that you are proposing?	Fair Manufacturing does not track market share data. We do track our internal sales metrics and have consistently seen those government sector sales increase over the length of our past and current Sourcewell contracts.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Fair Manufacturing does not track our market share data in Canada. We have, however, seen an uptick in our Canadian sales since receiving our first Sourcewell Contract.	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Fair Manufacturing has no current or completed bankruptcy proceedings to disclose.	*
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are best described as a manufacturer. We work primarily with an extensive dealer network throughout the United States and Canada. The sales staff at these dealer locations are employed by those dealers themselves and are not employed by Fair Manufacturing. The sales staff at each dealer work directly with the sales staff at Fair Manufacturing to ensure the correct product sizing and options to meet the specifications of the end user during the purchase process. All dealers in our network are authorized to provide service on all Fair Manufacturing manufactured equipment. We also work directly with the service personnel at dealerships to train and coordinate all service work. Fair Manufacturing also recognizes "Dealer-of-Choice" preferences of its end-users, especially when pairing companion products (i.e. front-end loaders). Fair Manufacturing also authorizes "Factory-Direct" sales when requested. This includes optional factory-direct service plans available for purchase. These service plans can be added-on through dealer purchases or factory-direct service. Additionally, some major component products (i.e. engines) fall under a different manufacturer and will have additional servicing dealers. Dealers under Fair Manufacturing are trained in those service requirements and will source the additional service needs when applicable.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Fair Manufacturing does not currently maintain any licenses or certifications in pursuit of the business contemplated by this RFP. However, Fair Manufacturing can provide, upon request, certification and documentation for its products for "Buy American" purchases or SBE set asides.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Fair Manufacturing has no current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2022, Fair Manufacturing was featured in the Sourcebook edition of American Infrastructure. We were the only snow blower manufacturer listed in this unpaid editorial. We have in the past received awards for Brand Survey Winner and Editor's Choice Product of the Year.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, on average 21% of our annual sales are in the government sector. With it being 21% in 2023, 21% in 2024 and 20% in 2025.	*
22	What percentage of your sales are to the education sector in the past three years?	The products we offer have not been products typically purchased by the education sector. However, we do occasionally see sales. Overall, less than 1% of our sales come from this sector with us seeing sales in 2023 and 2024 only.	*
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?	Over the past three years we have held a state contract in the State of Minnesota (\$383,950.00). We also currently hold a Sourcewell Contract (\$3,828,810.85). We also added, in December of 2025, a contract with the state of Iowa (\$72,400.00), which we were able to achieve through our holding of a current Sourcewell contract. We also anticipate getting awarded a State of Nebraska contract in 2026 upon the award of a Sourcewell contract.	*
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?	Fair Manufacturing holds no current GSA or SOSA contracts, nor has it held any in the last three years. Fair Manufacturing has been a past recipient of GSA contracts, but currently Fair utilizes its current Sourcewell contract to service those needs.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Kingston, NY	Ed Norman	845-514-5295
State of Missouri DOT	David Cottingham	314-624-7295
Clay County, IA	Matt Dehrkoop	712-262-4425
Manitoba Hydro, MB	Darcy Poitier	204-806-3809

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

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

Line Item	Question	Response *
26	Sales force.	Our sales force is comprised of three direct employees of Fair Manufacturing that handle our governmental and contract sales. These staff members maintain both dealer and direct consumer relational support. Our sales force is supported by our administrative, marketing, engineering, and service departments to best serve our customers and dealers. The direct sales staff is comprised of both inside and outside sales. This balance allows us to be on-the-road and meet our customers face-to-face at industry events, to do product tours and to also provide consistent customer support in our home office. Our sales staff has, on average, over 10 years of experience. With their knowledgeability, our staff can provide technical support, brainstorm product solutions for custom applications, and make strategic decisions with the customers. We train our staff to use each product we offer; the sales staff can train users in person and over the phone. This technical knowledge allows them to speed up the learning curve of the new operators with tips and tricks that you only get from knowing a product in and out. Our goal is to make sure the end-user is happy with their products. We see, on average, 25% of our sales from returning customers, so the relationships we build are meant to last past the initial sale. The person you worked with the last time you budgeted for our products is probably the person you will work with again. This relationship helps us really understand our customers' needs and make sure we find the correct solution for their specific application. We have several customers with a relationship spanning decades that frequently repurchase items.

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We have an extensive dealer network that covers over 48 states and territories comprised of over 200 individual dealer locations. Some of these dealer associations are multi-generational relationships, from one family business to another. These relationships are cultivated as partnerships. We know we can't be everywhere at once, but our partners can. Fair Manufacturing provides its dealers with extensive training and on-demand materials to meet the orders of their customers. We frequently visit our dealers to provide training and support. Often these visits will involve specific customer training, demonstrations, and product showcases to help in maintaining dealer customer relationships. Fair Manufacturing also incentivizes dealerships to maintain a stock of wear parts and frequent consumables to reduce consumer downtime.</p> <p>While our dealer network is extensive, Fair Manufacturing recognizes that customers may prefer to work with a dealer of choice. For example, a snow blower loader package may be sought, and the loader package may come from a different brand dealer than the authorized Fair Manufacturing dealer in that area. We work with all parties involved in each situation to make things as seamless as possible for the end user to get the solution that meets their specific requirements.</p>	*
28	Service force.	<p>Our customer service team is comprised of 4 full-time employees; these employees are responsible for all after-sale product service. These team members have on average 20 years of experience. This team is supported by our administrative, engineering, and manufacturing teams. These individuals are product service experts and routinely handle product questions from customers with products aged 5-35 years old. Fair Manufacturing guarantees that it will provide service for any product it manufactured for the lifetime of that product. This requires our team members to be subject matter experts in our products. Our team also handles our 24-hour service response hotline. Whether it is just changing the batteries in the equipment's remote or handling a major repair after hitting debris buried under the snow, we are available to respond when time is of the essence. We know that most of our products are used during non-regular business hours and we want to be able to handle downtime questions as quickly as possible.</p> <p>Our manufacturing service team handles any on-site and in-the-field service requests, including the services provided under our optional service plans. These team members are also called on for refurbishments, when old products come in to be updated with our newer product technology.</p> <p>Our extensive dealer network is also comprised of numerous service professionals who are authorized to provide service for our equipment. We routinely work hand and hand training our dealer service departments to ensure the quality of service we expect for our customers.</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>There are two ways orders can be placed for this proposed contract, through a Fair Manufacturing dealer or factory direct.</p> <p>For the factory direct process, the customer contacts Fair Manufacturing directly to order a product. Fair Manufacturing will then determine what products would be the best fit for the customer's fleet. Once the base model products are chosen, Fair Manufacturing will work with the customer to go through the product options to personalize the product to the customer specifications and unique situation. Once the product build is finalized, Fair Manufacturing will review the additional non-standard services available to be added, including additional warranty, service, setup, training, and financing packages. The final step is determining the best freight and delivery options. If third-party delivery is requested, a best quote will be solicited. This finalized build plan will be quoted to the customer with all associated costs including freight and/or taxes and fees where applicable.</p> <p>For the dealer process, the customer will contact their dealer to initiate the order process. The dealer then works as an intermediary between the Fair Manufacturing sales staff and the customer to facilitate a product build that meets the specifications of the customer's requests. All the steps of the factory process will be followed, but the dealer may have additional services they may also option to the customer. The actual quote and invoice will come directly from the dealer. This allows the customer to purchase additional items offered from the dealer such as loader and/or tractor packages. Items which are more easily procured from a dealer than from Fair Manufacturing.</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>The goal of our customer service program is to alleviate the issues our customers face. Our customer service policies are designed around that goal. The first part of the process is a fast response time. We offer a 24-hour service hotline to address downtime issues as they occur. Another big key is our 100% in-stock part availability of components manufactured by Fair Manufacturing. Coupled with overnight shipping options, we can get operations back on track as soon as possible. Long lead times and out-of-stock products are virtually non-existent issues.</p> <p>A second key to our serviceability is that we provide service for all products we manufacture, no matter when we manufactured them. Products out in the field with a service life of 35 years is not impossible, and those typically are the products with the most wear that need the most upkeep. Getting those parts out to customers essentially giving them another year with their current product is a point of pride for us. It is a great feeling when a person calls for parts on their 1992 snow blower. We know we have created a great product and are proud to still be able to service it.</p> <p>The process for this is simple, and our staff, with their years of experience, have it down to a tee. Customers call our office directly where they speak to a customer service representative to find what specific parts they need for the model and year of their product. The order is then sent to the warehouse where it is packaged and shipped to the customer, typically all in the same day.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Fair Manufacturing will provide full service to all participating Sourcewell entities with our products and services.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We will fully serve all areas of Canada with our products and services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	While our dealer network coverage is lighter in states that receive little to no snow, Fair Manufacturing offers factory direct sales when requested. Therefore, we anticipate no areas of the United States and Canada that we will not be able to fully serve through this proposed agreement.	*
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.	Fair Manufacturing is unaware of any participating entity that would not have full access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	While Hawaii does not seem like your typical snow-belt state, a sale from there would not be the first time a Fair Manufacturing snow blower has reached the islands. While we would not be capable of factory-direct shipment, in most instances, all training, service and warranty policies would still be available as options. Fair Manufacturing would have no other specific requirements or restrictions for Hawaii, Alaska and US Territories other than what may be required by third-party shippers.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, these terms can be applied to nonprofit entities.	*

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>Fair Manufacturing plans to incorporate the Sourcewell-branded Contract Logo into all advertising materials. The logo will be present on all digital and print ad campaigns. All sales materials and product literature will prominently place the Sourcewell logo.</p> <p>We plan to have a dedicated Sourcewell landing page on our website explaining what Sourcewell is and how to use the contract. There will be a link to the Sourcewell page with instructions on how to sign up. There will also be a direct link on our homepage to this specific Sourcewell page on our site.</p> <p>In a more targeted approach, we plan on a specific marketing campaign announcing our contract status to our customer base and our dealer network. We also plan on showing dedicated banners regarding our Sourcewell contract at all related tradeshow and at all in-person events with our dealers and customers. At these annual “kick the tires” events and shows, we will be able to speak to specific questions and train dealers and customers regarding the current Sourcewell contract.</p> <p>Attached are samples of our potential marketing materials labeled “Marketing Samples”</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Fair Manufacturing uses a variety of technologies to supplement its marketing and advertising including the use of social media, our website and the analytics we track on these various platforms. Fair Manufacturing also uses an outside agency to assist with SEO and online and social marketing.</p> <p>The analytics we receive help us to determine where to best spend our advertising dollars, tracking where and when users have accessed either our website or our online ads. This data helps us track what about those campaigns is driving people to our website and/or our socials and what types of content they seem interested in. We also use this information to help assist our “boots-on-the-ground” efforts including where and when to attend industry events and where and when to plan product and dealer tours. We have monthly breakdown meetings with both our marketing and sales teams to help us narrow or divert our targets based on what each team is seeing.</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>Our expectations for Sourcewell would be that Sourcewell continues to promote its contracts, generate contracts in new industries that better service its members, promote the contract purchasing process to increase overall user membership, and maintain its current reputation. Overall, we have seen that Sourcewell exceeds these expectations during our previous contracts, and we believe that this continued level of service for its members and contract holders will be for the benefit of all parties.</p> <p>As we have a current contract, we have integrated the Sourcewell purchasing process into our sales process. In our sales materials we include documentation that answers some frequently asked questions such as “What is Sourcewell?”, “How does contract purchasing work?”, “Who can purchase from Sourcewell?”, and “How do I purchase from Sourcewell?” as well as provide Sourcewell contact information. This document is included with all our sales marketing materials. We also train all staff on how to promote our Sourcewell contract to dealers and end users when they inquire about our products. Additionally, our sales staff are trained to provide Sourcewell signup training to new and potential purchasers. Our sales team often assists in locating a member’s number or contract documentation and can offer the services of our contract administrator when and if more assistance is needed.</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.	Fair Manufacturing currently does not utilize an e-procurement system.

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.	Each piece of equipment we sell comes standard with a complete set of (paper and electronic) reproducible equipment manuals and a training video. Additional on-site training from Fair Manufacturing can be requested and a tailored solution will be quoted on an individual basis depending on the needs of the customer. Additional training and setup may be offered through the dealer network, subject to the costs of the dealer.

42	Describe any technological advances that your proposed Solutions offer.	<p>We are no strangers to technological advancements, with over 13 patents and several more pending. We are proud of the technological advances that we offer. We are known for using a different approach to solving problems that the current offerings in the market can't fix. Our thought is, if we don't think our products are the best in the market, they aren't worth our time manufacturing them. You might as well get the products already out on the market.</p> <p>We are the original manufacturer of the twin fan snow blower. This design's strength is primarily being able to break up hard packed "concrete" snow. Snocrete snow blowers offer bolt-on replaceable ice chopper bars that can be quickly repaired in the field as opposed to augers that require a trip back to the shop. This design also offers detachment for easy maintenance.</p> <p>We are also the sole source of the Super Haul Snow Body Insert. These legacy products of Fair Manufacturing, the products we have built our name on, are not new to the industry but still provide unique solutions that differentiate us from the rest of the market.</p> <p>The newest, most exciting launch for us is our Hydratach line, launched in 2025. This line offers a change in the way you think of the equipment in your fleet. Typically, most equipment attachments have a stand-alone purpose. Our thought was "what if one piece of equipment could have multiple configurations?" An engine unit could be paired with snow and ice removal attachments in the winter and still get used in the summer instead of being parked in the maintenance shed. One power unit, one set of controls, multiple configurations, endless solutions.</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>While Fair Manufacturing does not have any agency certifications, we do pride ourselves on our stewardship principles as a company. We know that the world we all share is precious and we want to protect the resources that we have. We meet all requirements for emissions standards and EPA reporting requirements on the state and federal level. We value the quality of the world around us, that means caring about what we produce, those that are affected by our products, and by us producing it. We try to be conscious of that in our manufacturing process, by placing a high priority on working safely and cleanly. We are always told to "leave a place better than you found it" and that is what we strive to do. We pride ourselves on being a family business and being a family means treating each other with respect and consideration, that includes our employees and the communities we are a part of. We don't ever want to take those things for granted.</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>Fair Manufacturing has received no third-party eco-labels, ratings or certifications. In terms of our life-cycle design, this is something we consider significant and have put a lot of thought into.</p> <p>We specifically design our equipment to save time and money. In terms of time savings, this means less time equipment is being powered, less fuel being burned, less time out on the road, and less impact on the communities being served. In terms of money, our products are designed to have multiple purposes. We realized long ago that the snow blower side wears out faster than the engine side of our snow blower, and so, if we could detach the snow blower from the engine and keep the engine, you could save on the costs of buying a new snow blower. This also translates into less environmental impact. Engines with a lot of usable life are no longer being discarded. These design principles are part of the belief that our customers are our neighbors and those in the communities they serve are our neighbors too. Doing our part to preserve a better world is part of everything we do. We don't think it should be just an initiative or some after-thought, but something fused into the very purpose.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>For over 60 years, Fair Manufacturing has been supplying our customers with unique, highly robust single-stage snow blowers and snow hauling truck inserts. These machines have been industry-proven to hold up to the harshest snow conditions and foreign objects. Today, we are building on that legacy and experience with our Hydratach line of products. This product line features several industry innovations including a quick-attach power unit and a universal operator control system.</p> <p>We have recognized that as equipment, maintenance, and overhead costs keep rising, asset utilization is more important than ever. Customers are often forced to rely on older equipment or outsource certain jobs due to budget constraints. Historically, attachments with large power requirements, have an incorporated engine and power transmission. Fleets may have several of these costly engine driven attachments that are necessary but often underutilized. The Hydratach system solves this problem by creating an engine driven power unit that can be used across a variety of attachments such as snow blowers, brooms, cold air blowers, and more. High power attachments quick couple to the engine driven power unit in a similar manner that attachments quick couple to a loader carrier. This means one engine power unit can be quickly attached and used for a snow blower, broom, boom mower, and more. This greatly lowers the procurement and maintenance costs for larger fleets and offers significantly more efficient asset utilization.</p> <p>We have also developed the first-of-its-kind, patent pending, universal operator control system. The in-cab controls feature an interactive display and joystick that can be wirelessly paired to a variety of attachments. When paired, the controls automatically configure to the functions of the attachment. This greatly improves fleet management, asset utilization efficiency, operator training, and safety. A single snow removal event often requires the use of different styles of attachments such as blades, plows, brooms, and snow blowers. With the Hydratach system, operators can quickly go from a blade to a broom to a snow blower in minutes all while utilizing the same operator interface.</p> <p>More details on our products can be found in the attached files "Product Brochures"</p>
<p>46</p>	<p>Describe any control layout and automation features such as joystick-based controls, integrated touchscreens, preset operating modes, or automated blade/broom/spray functions your solution offers to reduce operator workload and minimize repetitive motions.</p>	<p>We have recognized that a major problem in the wheel loader attachment sector is that each attachment solution has an independent proprietary control system. This forces the operator to install or change out control systems for each attachment. This is also quite problematic for operator training, as operators must learn to navigate the control interface from each manufacturer.</p> <p>The Hydratach solution from Fair Manufacturing solves this problem by creating a single universal operator control system that includes an interactive display and joystick. The Hydratach control system wirelessly pairs to a variety of attachments. The attachments can be loader direct attachments such as plows, blades, and brooms or power unit attachments such as engine driven snow blowers and cold air blowers. When paired, the in-cab display and joystick automatically configure to the parameters of the attachment. This greatly increases productivity as operators can switch from a snowplow to a broom to an engine driven snow blower in minutes all while utilizing the same in-cab control system. This system also greatly improves fleet management and flexibility. Without the universal control system, fleet managers would often leave certain loaders devoted to certain attachments to avoid moving controls systems. This limits flexibility within the fleet and often leads to poor asset utilization. Having a universal control system means multiple loaders within a fleet can be paired across any of the attachments in any combination.</p> <p>We have also recognized a huge benefit in operator training ease. Previously, operators would need to learn to navigate each manufacturer's proprietary control system. With the Hydratach control system, the display navigation and mapping remain constant and the information on each page configures to the specific attachment. This makes it far more intuitive for operators to switch attachments as they are already familiar with a common user interface.</p>

47	Describe any high-visibility features such as reflective or LED plow markers or enhanced lighting packages your equipment offers.	<p>With decades of field experience and customer feedback, we understand that operator safety and performance are directly linked to operator visibility. In snow removal, operators are often having to maneuver large equipment in tight spaces, around traffic and pedestrians, or in synchronous movement with other equipment such as when truck loading. As a result, one of our top engineering priorities is to incorporate a two-fold system for high-visibility optimization. The first is real-world line of sight optimization. This is maximizing what the operator sees while minimizing blind spots. We do this by specifically designing each attachment profile. For example, our engine driven snow blowers feature a power unit that has best-in-class visibility due to the compartment and hood work design that permits the operator to have line of sight view to the leading edge of the cutting head. Each snow blower also features LED lighting for nighttime operation that gives the operator high visibility both in the direction of travel as well as the direction of snow discharge. The second system is internal machine monitoring. Just as important as real-world line of sight is internal machine visibility. This goes beyond conventional controls and gauges to specific load and position monitoring. Each attachment we build features unique internal visualization. Examples include the instant load monitor on our TA30 snow blower. This system allows the operator to watch the exact load in real time on both the augers and fan impeller. The operator can then make appropriate adjustments to optimize performance. Another example is the load pressure monitoring on our angle blades and wing plows. This feature allows the operator to adjust the down pressure of the plow to the ground with in-cab pressure visualization. With conventional controls, the operator must rely on "feel" and make assumptions to optimize performance.</p>
48	Describe any protective guarding, emergency stop features, audible or visual alerts, or temperature-aware sensors your equipment offers.	<p>All our equipment is guarded and labeled to industry safety standards. For attachments that include our engine power unit, emergency stops are located on the in-cab control interface as well as on the power unit enclosure. This enables a user to enable an "all stop" from in the cab or from ground level. The attachment control system also incorporates automatic shutdown and warning lamps to protect various components such as the engine or hydraulic system.</p> <p>As an added measure of safety, our unique Hydratach control system provides a two-tier redundant protection system. The first system is an electronic pressure monitoring system that will automatically disengage and shutdown the machine if an over pressurization event occurs, such as when encountering a foreign object. A fault alert will then notify the operator of the condition. The second system is a hydromechanical relief system that is set to automatically protect components from sudden spikes and surges from a similar over pressurization event. Together the Hydratach universal control provides a double redundant worry-free protection system.</p>

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	Fair Manufacturing is an SBE certified small business, qualified for small business set asides. Fair Manufacturing has also previously been awarded a Sole Source Provider for the Super Haul Snow Body Inserts.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see the attached documentation titled "SBE Certification"
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

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.	Fair Manufacturing would offer net 30 day terms for all participating Sourcewell members. Fair Manufacturing also offers leasing and financing options both from Fair Manufacturing and through our dealer network options.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Fair Manufacturing offers a factory-direct lease-to-own financing option and trade-in deals on all older model Fair Manufacturing products as well as additional financing options available through our dealer network. Fair Manufacturing also offers additional discounts for multi-unit purchases on a single purchase order.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Our standard transaction documents will be used including a quotation form and an invoice form to the direct payor (which could be the dealer from whom the equipment was purchased by the Sourcewell member).</p> <p>All purchases, whether factory-direct or through a dealer, receive documents for optional warranties and service plans. Additionally, other documentation will be available upon request including "Buy American" certification. For the Super Haul Snow Body Insert, a measurement sheet will be used to confirm all specifications per each custom build. Please see the attached file "Transaction Documents"</p>

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Fair Manufacturing does not offer P-card payment option.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing reflects line-item standard 20% off MSRP for all categories, please see the attached pricing table.	*
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.	Our pricing for this proposal reflects a 20% discount off MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We will offer an additional 2% discount for purchases of 5 or more snow removal units made on the same purchase order. These products can be mixed and matched to best serve the customer.	*
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.	As most of the equipment manufactured by Fair Manufacturing is specifically built for the entity that uses it, customization is very common. Fair Manufacturing will supply a quote for each request allowing us to customize the build for each entity according to their specific requirements. It is our goal to make sure the purchased equipment meets each customer's product usage needs.	*
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.	Outside of freight or shipping, Fair Manufacturing does not charge any additional costs or fees on standard equipment purchases. Additional non-standard services are available to purchase upon request but are optional and not required. These items include additional training services, service plans, and additional warranty options. These are all agreed upon in the product quotation.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Fair Manufacturing quotes all equipment purchases with freight as a separate line item. This allows customers to choose to arrange their own freight. When freight is arranged by Fair Manufacturing it is done so at a "Best Cost" approach, soliciting multiple quotes from reputable vendors and choosing the lowest cost available. Freight costs are always quoted to the customer for their approval prior to Fair Manufacturing contracting the delivery.</p> <p>Fair Manufacturing also offers a factory delivery option. This is often optioned with additional on-site training, or emergency delivery options and quoted to the customer.</p> <p>Customers also retain the right to arrange their own pick up or delivery to utilize savings options they alone may have access to.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All off-shore shipping will be done by a third party where additional palletizing or containerizing charges may apply. Fair Manufacturing continues to offer on-site training. International shipping may incur additional fees including brokerage and duties for which Fair Manufacturing is not liable. All sales for Fair Manufacturing are in USD.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fair Manufacturing offers third-party shipments, factory rep delivery and customer pickup. All these options are available to best meet the needs of the customer in terms of pricing and timing. When disasters hit, expedient shipping is of the essence. While most of our products are each customized to the end user, some basic models are available for almost immediate delivery. This availability, paired with factory rep delivery, setup and training, gets users back in service when it is needed most. Living in the snow belt, we are aware that downtime is not an option when a disaster strikes. Fair Manufacturing's Parts and Service Guarantee, partnered with overnight shipping, makes the difference in turning downtime into uptime.	*

70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Fair Manufacturing has a multipronged approach to tracking Sourcewell contract sales. First, all internal documents provide specific sales details and tracking information on the type of sale each purchase is recorded under. Second, this information is tracked in a database for easy recollection. And finally, all sales are reviewed quarterly by the contract administrator as a safeguard to verify all documentation is sufficient and all sales are recorded correctly. As far as verifying compliance with proper pricing, all sales documents are specifically notated as Sourcewell pricing with line-item detail and verified by a second individual prior to invoicing. No one individual controls 100% of the process, adding a layer of checks and balances.	*
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.	Knowing that snow and ice are seasonal and cyclical, Fair Manufacturing tracks overall sales trends over annual seasons. This helps us to recognize long-term trends in the market. Fair Manufacturing also tracks long term purchase habits of repeat customers. This tracking, and the corresponding relationship, helps customers plan and budget for future purchases with the newest technology available by Fair Manufacturing. This has been especially helpful in the markedly volatile period of the last few years. Our sales staff has been able to assist when customers budgeting for these large ticket items need to push back or push forward a purchase differently than expected. As we track this information, we can anticipate what is likely to come from our historical data.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	Fair Manufacturing will remit a 2% administrative fee payable to Sourcewell.	*

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.	Fair Manufacturing strives to keep costs down and be as competitive as possible.

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>Fair Manufacturing offers the following solutions:</p> <p>Angle Blades and Wing Plows</p> <p>Fair Manufacturing offers several models of angle blades and wing plows for wheel loaders. All the blades feature several cutting-edge options that include different blade materials such as AR400, Carbide, and Poly to suit individual customer applications. The blades can also be configured with fixed cutting edges or sectional cutting edges that contour to the surface of the road. Blades are protected featuring a four-section mechanical trip mechanism in the event of object collision.</p> <p>Fair Manufacturing blades and plows also feature an exclusive optional ground pressure feature. This feature allows the operator to adjust the blade ground pressure from the in-cab controls all while allowing the blade to float and contour separately from the loader. As snow conditions range from freshly fallen snow to hard packed ice, the operator has the ability to incrementally adjust how much weight or force the cutting edges apply to the ground. This translates to better performance in hard packed ice scenarios and longer blade life when excessive down force is not necessary as well as causing less damage to the surface and subsurface.</p> <p>Angle Brooms</p> <p>Fair Manufacturing's angle brooms are the perfect solution for snow sweeping. The brooms feature easily replaceable wafers than can be ordered in 32" or 36" diameters. The wafers can also be ordered in a variety of media such as poly, steel,</p>

or poly/steel combination. The Fair manufacturing angle brooms include several exclusive features that elevate them above the industry standards. One of those features is the variable brush to surface pressure control (Variable Pattern Control). Conventional broom attachments rely on mechanical springs or operator positioning to set the broom ground pressure or broom pattern. The Fair Manufacturing variable pattern control allows the operator to adjust the pattern from the operator controls for the current conditions. This increases broom performance and significantly adds to the longevity of the wafers. It also makes the broom attachment significantly easier to operate as operators do not have to be precise in broom to ground positioning. Operators simply lower the attachment until the caster wheels are on the ground surface. Then the broom can be raised and lowered using the operator controls all while maintaining the ideal broom pattern based on operator preference. Another feature is the exclusive brush torque tube. This feature is an additional torque tube that runs parallel to the brush separately from the frame. It greatly assists in maintaining pattern consistency from the left to right side of the broom. It also permits the entire broom and core assembly to be quickly detached from the frame with two pins for easy maintenance and repair. The brooms also feature optional snow deflector and snow shed hood to offer even more functionality for adverse conditions.

Snow Blowers

The Fair Manufacturing TA30 snow blower features the patent pending Hydratach quick attach system. This enables the snow blower head to be uncoupled from the power unit in a matter of minutes. The benefits of this feature include ease of access for maintenance and repair, significantly lowering replacement costs as blower heads can be replaced separately from power units, and the ability to utilize the power unit for other off-season attachments such as boom mowers, trash pumps, and more.

The TA30 also features independently controlled fan impeller and auger speed. This means the engine can deliver the maximum output while giving the operator the ability to adjust the fan impeller and/or auger speeds for the current snow conditions. This greatly improves performance in heavy snow conditions. It also increases safety, as the operator can reduce air flow in dry, dusty snow conditions, considerably improving operator visibility.

The TA30 also includes reversable augers and fan impeller. This allows the operator to independently activate or reverse each function for safe cleanout.

The TA30 offers unmatched performance and versatility by giving operators the most advanced operator control system. The TA30 gives the operator unmatched machine analysis allowing them to monitor the speed and load on the augers and fans in real time. This allows operators to maximize machine performance without having to assume or "feel" machine capacity.

The Fair Manufacturing Snocrete Snow Blowers are the legacy products offered by Fair Manufacturing. The twin-fan design is ideal for the extremes, hard packed snow with potential for hidden objects. The fans of this snow blower, paired with ice chopper bars, can move through snow and ice with greater resistance to damage. Each fan also features shear bolt protection, for the inevitability of encountering that foreign object under the snow. The bolt shears and the fans are protected. This design also moves snow directly to the spout; thus a single-stage, which greatly increases the momentum resulting in moving more snow per horsepower. This twin fan, single stage snow blower is offered in both engine driven and PTO driven models. The engine driven Snocrete D Series models, offer a detachable engine and blower head making maintaining the snow blower simpler. This also allows for replacing just a snow blower head instead of an entire engine driven snow blower saving the end user thousands of dollars.

Snow Body Inserts

The snow body truck inserts offered by Fair Manufacturing are also designed to move more snow by increasing the capacity of a regular dump truck by up to three times! This increased capacity reduces the time and money it takes a municipality to clear up a snow event. These inserts are removable, allowing for an increase in the dump truck fleet capacity for the winter season and still maintaining usability during the rest of the year. The parallel running bars and hydraulic end gate are designed to make unloading the snow fast and efficient, making sure the snow doesn't get stuck in the corners of the truck body, which decreases the capacity of the truck for each trip.

Used Equipment and Service

Fair Manufacturing provides product service to all Fair Manufacturing Equipment. We provide trade-in and sell used equipment for all Fair Manufacturing Equipment. We also provide refurbishment and updating services to older equipment manufactured by Fair Manufacturing when possible. In addition, we provide installation and set-up for

		new equipment as a service. Please see the attached file labeled "Product Brochures" for more information.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway clearing equipment, road maintenance equipment, aftermarket attachments, airport and runway equipment.	*

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	Plows	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wing Plows, ranging in sizes from 120" – 144" with 48"-60" wings. Angle Plows, ranging in sizes from 120" – 144"	*
77	Blades	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
78	Wings	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
79	Blowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Snow Blowers: Engine-Driven: Single Stage: ranging in cutting widths from 96" – 115"; Two Stage: ranging in cutting in widths from 102"-115" PTO-Driven: Single Stage: ranging in cutting widths from 96" – 138"	*
80	Snow Removal Brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Angle Brooms, ranging in sizes from 120" – 144"	*
81	Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	
82	Snow melting equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	
83	Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling	<input checked="" type="radio"/> Yes <input type="radio"/> No	Snow Body Truck Inserts, custom sizes for both single and tandem axle trucks.	
84	Parts, supplies, accessories, and services related to the upkeep, repair, or maintenance of the offering of equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fair Manufacturing offers lifetime support of Fair Mfg. manufactured products. This includes parts and service. Fair Manufacturing also offers sourcing of non-Fair Mfg. manufactured products and accessories.	
85	Describe in detail any complementary and additional services included in your proposal for services such as snow and ice handling as a service, contracted work, or other services related to the snow and ice handling equipment offered. Provide details related to third parties involved and how the services are provided to agencies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fair Manufacturing does not offer snow removal as a service but does offer lease to own services.	

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

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing Table.pdf - Wednesday March 18, 2026 09:13:12
 - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday March 18, 2026 09:13:24
 - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Wednesday March 18, 2026 09:13:38
 - [WMBE/MBE/SBE or Related Certificates](#) - SBE Certification.pdf - Wednesday March 18, 2026 09:13:48
 - [Standard Transaction Document Samples](#) - Transaction Documents.pdf - Wednesday March 18, 2026 09:20:13
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Product Brochures.pdf - Wednesday March 18, 2026 09:17:41

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. - Dena Nanninga, Contract Administrator, Fair Manufacturing Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_4_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 20 2026 03:28 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Snow_and_Ice_Handling_Equipment_RFP_033126 Wed March 18 2026 09:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Snow_and_Ice_Handling_Equipment_RFP_033126 Mon March 16 2026 01:38 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 13 2026 08:32 AM	<input checked="" type="checkbox"/>	1