

**Form C**

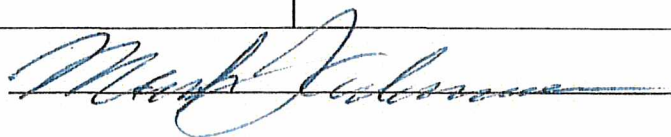
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: **Douglas Dynamics, L.L.C.**


Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
		<b>None</b>	

Proposer's Signature:  Date: 2 Oct 2018

**Sourcewell's clarification on exceptions listed above:**

No exceptions noted.



3220 Contract Award  
RFP #080818



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: **Douglas Dynamics, L.L.C.**

Date: 7/25/2018

Company Address: **7777 North 73<sup>rd</sup> Street**

City **Milwaukee**

State: **Wisconsin**

Zip: **53223**

CAGE Code/DUNS: **DUNS - 962141466**

Contact Person: **Mark Adamson**

Title: **Executive Vice President**

Authorized Signature: \_\_\_\_\_

**Mark Adamson**  
(Name printed or typed)

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-DDY

Proposer's full legal name: Douglas Dynamics, LLC

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

78144D6205684E3  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coauette*

3E75ED2BA547446  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-DDY

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name DOUGLAS DYNAMICS LLC

Authorized Signatory's Title EXECUTIVE VICE PRESIDENT

*[Signature]*  
VENDOR AUTHORIZED SIGNATURE

MARK L. ADAMSOW  
(NAME PRINTED OR TYPED)

Executed on 26 OCT, 2018

Sourcewell Contract # 080818-DDY



**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Douglas Dynamics, L.L.C.

Address: 7777 North 73<sup>rd</sup> Street

City/State/Zip: Milwaukee, Wisconsin 53223

Telephone Number: 414-362-3951

E-mail Address: madamson@douglasdynamics.com

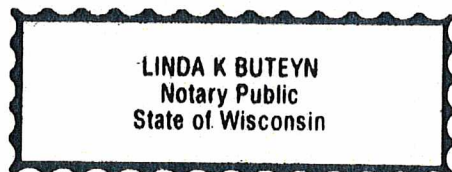
Authorized Signature: \_\_\_\_\_  


Authorized Name (printed): Mark Adamson

Title: Executive Vice President

Date: 7/25/2018

**Notarized**



Subscribed and sworn to before me this 25<sup>th</sup> day of July, 2018

Notary Public in and for the County of Milwaukee State of WI

My commission expires: 01/29/2021

Signature: Linda K. Buteyn

## PROPOSER QUESTIONNAIRE

### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Douglas Dynamics, L.L.C.

Questionnaire completed by: Mark Adamson, Executive Vice President

#### Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

**Net 30 days from date of invoice on all Douglas Dynamics products (FISHER®, SNOWEX® and WESTERN®).**

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

**Yes. Sourcewell Members may utilize all retail, leasing, or credit card financing available as long as they qualify. By nature of the seasonal business, the terms and availability of these programs fluctuate greatly but could provide significant value. Individual FISHER®, SNOWEX® and WESTERN® programs may even vary by brand, but can offer members choices that best fit their needs.**

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. *Supporting Document Link:* [Sales Territory Maps Order Process Flowchart](#)

**1. Sourcewell contract will be received and signed.**

**2. Regional Sales Managers, Customer Support Group, and Dealer network will be trained on how the Sourcewell Contract process will work going forward, including but not limited to Power Point presentations and Standards of Work.**

**3. Marketing Campaign will be launched via Sales Bulletins and weekly visits between RSMs and Dealer network.**

**4. Sourcewell Member will either:**

**a. Submit their order directly to an Authorized Dealer of their choice.**

**b. Or they may submit their order directly to Douglas Dynamics via the link [sourcewellsales@douglasdynamics.com](mailto:sourcewellsales@douglasdynamics.com). If they choose to submit directly to Douglas Dynamics, the Customer Support Group the Customer Support Group will review and manage the order going forward.**

**5. Once the Sourcewell order is received in the Customer Support Group, it will forward the order and all pertinent information to the closest participating Dealer.**

**6. The Dealer will either:**

**a. Utilize product they already have in stock to fulfill the order.**

**b. Contact Douglas Dynamics Customer Support via fax, email, or phone to order the appropriate product. The Dealer will indicate how and when they would like the product delivered. Customer Support will perform an 'Available to Promise' check to ensure the Dealer requests can be met in the time specified and confirm applicable freight costs.**

7. Once the product is received and installed on the customer's vehicle to their satisfaction the Dealer will invoice the customer less the appropriate Sourcewell Member discount.
  8. The Dealer will then gather up the appropriate documentation for submission to Douglas Dynamics for appropriate credit.
    - a. Sourcewell Contract Number
    - b. Copy of Invoice to Sourcewell member detailing the product(s) sold and installed on the particular vehicle(s).
    - c. Copy of the Purchase order to the Dealer from the Sourcewell Member.
  9. Once received the Customer Support Group will review the documentation to ensure it is complete and all required documents are received. Once approved the information will be entered in our CARMA Database with identifying criteria to signify Sourcewell Orders which will allow for easy data mining going forward. Once completed, in the evening during regular Invoice processing a credit will be generated and issued to the Dealer's account.
  10. On a quarterly basis, Customer Support Group will run reports to review all Sourcewell Member sales for that particular quarter and calculate the appropriate 2% credit to be issued to Sourcewell in the form of a check as part of their administration fee.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

**Yes, FISHER®, SNOWEX® and WESTERN® accept P-card and credit card payments and there would be no cost to Sourcewell Members for utilizing either option.**

### **Warranty**

**Supporting Document Link: [Product Warranties](#)**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

**Douglas Dynamics LLC, warrants to each purchaser of a Douglas Dynamics snowplow or spreader that the equipment will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Douglas Dynamics LLC, warrants to each purchaser of a Douglas Dynamics Snow Pusher that the equipment will, for a period of ten (10) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants Snow Pusher accessories, service parts, and components purchased separately for a period of sixty (60) days after original purchase to be free from defects in material and workmanship. Please refer to attached warranty documentation for further details.**

- Do your warranties cover all products, parts, and labor?

**Yes so long as the failure was a manufacturing defect and not the result of customer negligence, accident, or improper installation, maintenance, care, or storage. Wear items are not covered unless they were manufactured incorrectly. Labor flat rates are published in the applicable brands warranty manual.**

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  
**No. Two (2) years from date of original purchase for snowplows and spreaders, one (1) year for snowplow and spreader service parts and accessories. Ten (10) years for snow pusher and sixty (60) days for snow pusher service parts and accessories.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **No.**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?  
**No. Douglas Dynamics, LLC provides warranty coverage through our extensive dealer network throughout Canada and in all states in which snow and ice handling equipment is utilized with the exception of Hawaii. All warranty repairs will be performed by any of our factory authorized dealers.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  
**Yes. We are the original equipment manufacturer for all of our products other than our gas spreader engines. Those engines will be repaired and covered by the original equipment manufacturer.**
- What are your proposed exchange and return programs and policies?  
**We do not have a return or exchange policy for purchased goods under warranty. These will be repaired according to the applicable warranty policy.**

**With regards to products/parts incorrectly ordered or damaged during shipping:**

- **Goods damaged during shipping will generally be covered under warranty or by the shipping company depending on where the damage occurred.**
- **Shipping errors resulting from Douglas Dynamic's customer service ordering the wrong product/part or the wrong product/part being picked will be covered under warranty and would be replaced with the correct part or whole good.**
- **Order/shipping errors made by the dealer are the responsibility of the dealer.**
- **Sourcewell members who order products in error may be responsible to the servicing dealer for restocking fees and applicable shipping charges.**

- 6) Describe any service contract options for the items included in your proposal.

**Many of our dealers offer their own service contracts. As a company we have none at this current point in time, but we would be happy to supply a quote for any such request should one be requested by a Sourcewell member(s).**

### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

**Douglas Dynamics is providing complete product lines of commercial snow and ice control equipment including snowplows (Truck, UTV, Skid Steer), Spreaders (Hopper, Tailgate and Manual), Sprayers (Hopper, UTV and Manual w Hydraulic/Gas/Electric platforms), Containment Plows (Skid Steer, Tractor, Backhoe and Wheel Loader), Attachments and Accessories.**

- 8) 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. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

**Supporting Document Link: [Price Lists DD Combined & by Brand](#)**

**Douglas Dynamics is providing a line-item discount pricing model with detailed pricing data for all of our product offerings within all FISHER®, SNOWEX® and WESTERN® brands including our list price and the Sourcewell discounted price. Except for unforeseen or out of the ordinary circumstances, it is expected the pricing would continue for the entire four year contract.**

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

**In order to provide the most competitive price possible, discounts vary according to the brand and major family type. In general, discounts will vary by brand and family by the following ranges:**

<b>FISHER® brand discounts:</b>	<b>Plows 25-28%</b>	<b>Hopper Spreaders 26-32%</b>	<b>Tailgate Spreaders 32%</b>
<b>SNOWEX® brand discounts:</b>	<b>Plows 25-28%</b>	<b>Hopper Spreaders 18-20%</b>	<b>Tailgate Spreaders 25-30%</b>
<b>WESTERN® brand discounts:</b>	<b>Plows 25-28%</b>	<b>Hopper Spreaders 26-32%</b>	<b>Tailgate Spreaders 32%</b>

- 10) The pricing offered in this proposal is
- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - X**   c. **better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.**
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

**Douglas Dynamics is offering the best price possible for single and small quantity purchases. However, if the Sourcewell member is prepared to make a purchase that approaches or exceeds a dozen or more units, we would be delighted to supply a quote for each such request and pass on the “economies of scale” that are inherent in multiple transactions.**

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

**Our product offering is expansive and exhaustive, but if there are “open market” or “nonstandard options” requests, we would be delighted to attempt to provide those solutions to Sourcewell members with a quote for each such request.**

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

**Pricing provided includes equipment only. All transactions are also subject to additional fees including shipping, installation, and/or any other supplies required to complete the installation. These costs will be determined/charged by the supplying Fisher/SnowEx/Western authorized dealer.**

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

**Douglas Dynamics will start by contacting the nearest or preferred dealer to the Sourcewell member. If desired, the sought product is in the dealer's inventory and obtained during a prepaid free freight program, the member's shipping cost could be negligible, especially if they decide to pick it up. If the product is unavailable in the local market and requires shipment, a freight quote can be provided and we would use our industry best freight rates and shipping methods. Once the quote has been received and approved by the dealer the order would be scheduled for shipment via the appropriate carrier method to the Dealer. In most cases this would likely be scheduled within a 3 day window from order reception.**

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

**The same method would apply as for the answer in question 14.**

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**Douglas Dynamics ships over 2,250 Flatbed loads, 8,000 LTL Loads, and 33,800 Parcel Shipments (over 55,000 total shipments) of freight a year. We have negotiated industry best rates with all of our carriers. We use state of the art methods to schedule and track shipments to assure timely delivery. We commonly cater to pick-up and drop ship requests.**

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

**Upon contract award, Douglas Dynamics will establish detailed Standards of Work and a rigorous auditing process to assure compliance – Included in that will be a quarterly procedure for tabulation, report, and payment of an administration fee to Sourcewell. *Supporting Document Link:***

**[Sales Territory Maps Order Process Flowchart\3 Form P Order Process Flowchart Rev 2 07-24-18.xlsx](#)**

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

**Douglas Dynamics will quarterly pay the customary 2% administration fee to Sourcewell on all sales. This is not a line-item addition to the Member's cost of goods.**

### **Industry-Specific Questions**

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

**Douglas Dynamics builds many of our components in-house which helps us control quality. Parts we don't manufacture in-house, we purchase from quality supplier partners that we validate through rigorous qualification process. Our design engineers always have serviceability in mind when they develop products, simplifying maintenance and support once the product is in the field. Douglas pre-builds many of our whole good products to reduce fit-up issues and avoid missing parts during assembly. We offer service tools to help troubleshoot our products once in the field and provide both service parts and service kits to help customers with accurate and timely repairs. With regards to parts availability,**

Douglas Dynamics employs a *Perfect and Yesterday Program* designed to provide industry best product delivery. We consistently achieve a fill-rate over 97% with 2 days or less delivery time. Our Tech Service team provides both in-person training and on-line training videos to help educate our dealers and customer on our products. Should a Douglas product require attention in the field, our dealers and customers have expert Technical Service Representatives available at the touch of a button (phone).

20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

**Manufacturing The CSI (Commercial Snow & Ice) Division of Douglas Dynamics differentiates its “Best in Class” premium product offered solutions through the continuous improvement of our lean manufacturing production processes to eliminate waste and drive production efficiencies while maintaining “World Class” Quality and competitive pricing. The foundation of our learning and execution is known as the DDMS (Douglas Dynamics Management System).**

- **Single Kit Production Flow to Daily Demand requirements**
  - **Product flows as a kit through fabrication, weld, powder coat, assembly and packaging**
    - **Eliminates imbalances of component parts from the beginning to end of the production cycle**
    - **Eliminates “batch processing” and the risk to high levels of non-conforming product that is costly to rework in the case of an internal quality issue**
- **Level Loaded Daily Production of 96% of product offerings sold by volume throughout the year**
  - **Creates production consistency throughout the year from day to day; goal is to make every day the same if possible**
  - **Eliminates large demand swings on a day-to-day/week-to-week/month-to-month basis for raw materials and purchased parts**
- **In-house Laser Profiling and Forming of component parts using readily available, high quality plate/sheet carbon and stainless steel.**
  - **Eliminates the potential of producing parts from incorrect materials**
  - **Maintains flatness per specified part tolerances throughout the profiling processes for consistent downstream processing in forming and welding.**
  - **100% of our purchased stainless steel is either A240 (200 series); industry standard; readily available.**
  - **Highly flexible manufacturing process with quick response to necessary changes**
    - **Drives efficient design configurations that put the strength of the design where needed; product is highly sensitive to vehicle weight restrictions**
      - **Rapid response to prototype builds**
- **In-house Robotic Welding**
  - **Internally designed and manufactured “error proofed” fixtures – custom designed to enable over 90% of all welds to be robotically applied**
    - **Minimizes the potential of missing welds**
    - **Maintains configurations per specified part tolerances throughout the welding process for consistent processing in assembly and installation to the end-users vehicle**
- **In-house Powder Coating**
  - **Primer and Top Coat**

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

Testing conducted to meet certification and Compliance to the following applicable FMVSS regulations that apply to Snow & Ice Control Equipment governed by NHTSA - Federal Motor Vehicle Safety Standards (FMVSS); FMVSS 105 Hydraulic and Electric Braking, FMVSS 108 Lamps Reflective Devices and Associated Equipment, FMVSS208 Occupant Crash Protection, FMVSS301 Fuel System Integrity.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Douglas Dynamics prides itself on providing reliable, durable snow and ice control products to the market. We have consistently kept "quality" as a key company initiative and a major focus whether through product, delivery or service. Douglas tracks warranty data as a percentage of Gross Sales and for the last four years has been considered "World Class" averaging below 1% of warranty/gross sales.

Signature:  Date: 2 AUG 2018

**AMENDMENT  
TO  
SOURCEWELL CONTRACT #080818-DDY**

This Amendment is by and between **Sourcewell** and **Douglas Dynamics, LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as “Parties.”

Vendor was awarded a Sourcewell Contract for Snow and Ice Handling Equipment, Supplies, and Accessories effective October 29, 2018, through October 29, 2022, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Pricing, Delivery, Audits, and Administrative Fee, Question #12 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

**RESPONSE: Vendor will charge a 10% cost multiplier for ‘Sourced Goods.’ ‘Sourced Goods’ should be consistent with the scope of the Sourcewell contract and provided as a part of a complete solution for the customer. Sourced Goods are not subject to either the Sourcewell discount or Administrative Fee. The Dealer will quote these as ‘sourced items’ and indicate the cost of the good/service plus the 10% cost multiplier on a separate line item in its quote. The Dealer will include a copy of the other manufacturer quote with the dealer invoice to the customer.**

3. Form P – Pricing, Delivery, Audits, and Administrative Fee, Question #14 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

**RESPONSE: Vendor will contact the nearest or preferred dealer to the Sourcewell member. If the desired product is in the dealer’s inventory and obtained during a prepaid free freight program, the member’s shipping cost would be negligible. If the product is unavailable in the local market and requires shipment, a freight quote can be provided, and Vendor would use its industry best freight rates and shipping methods.**

- 4. Form P – Pricing, Delivery, Audits, and Administrative Fee, Question #15 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

**RESPONSE: Freight will be charged FOB Factory to Dealer; the actual shipping charges incurred by the dealer.**

- 5. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:  
By: Jeremy Schwartz  
Authorized Signature

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/12/2019 | 4:51 PM CST

**Douglas Dynamics, LLC**

DocuSigned by:  
By: Robert Poehlein  
Authorized Signature

Robert Poehlein  
Name – Printed

Title: Director of Business Development

Date: 2/12/2019 | 11:43 AM CST

APPROVED:

DocuSigned by:  
By: Chad Coquette  
Authorized Signature

Chad Coquette  
Name – Printed

Title: Executive Director/CEO

Date: 2/12/2019 | 5:20 PM CST