



## **Solicitation Number: RFP #111522**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fortbrand HOLDCO LLC dba Fortbrand Services, 50 Fairchild Court, Plainview, NY 11803 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

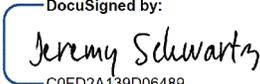
## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Fortbrand HOLDCO LLC dba  
Fortbrand Services

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/2/2023 | 1:40 PM CST  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: E4EA06D6F1B6495...  
Carlton Braley  
Title: Senior Vice President of Sales  
2/2/2023 | 11:26 AM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
2/2/2023 | 2:07 PM CST  
Date: \_\_\_\_\_

# RFP 111522 - Airport Runway Equipment with Related Supplies and Services

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## Vendor Details

Company Name: Fortbrand Services  
Address: 50 Fairchild Ct  
Plainview, New York 11803  
Contact: Adam Martinelli  
Email: Amartinelli@fortbrand.com  
Phone: 404-509-4347  
HST#: 11-3154205

## Submission Details

Created On: Sunday October 23, 2022 22:42:20  
Submitted On: Tuesday November 15, 2022 11:02:53  
Submitted By: Adam Martinelli  
Email: Amartinelli@fortbrand.com  
Transaction #: 2f8e6ab3-dc16-475c-87a6-31a3837ff694  
Submitter's IP Address: 24.62.210.77

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fortbrand HOLDCO LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	C&C Manufacturing LLC Dynamic Specialty Services
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Fortbrand Services LLC Fortbrand Services, Inc Fortbrand Services Fortbrand
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1RM96
5	Proposer Physical Address:	50 Fairchild Court Plainview, NY 11803
6	Proposer website address (or addresses):	fortbrand.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carlton Braley, Senior Vice President of Sales 50 Fairchild Court, Plainview NY 11803 cbraley@fortbrand.com 603.396.0707
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Adam Martinelli, Project Manager 50 Fairchild Court, Plainview NY 11803 amartinelli@fortbrand.com 404.509.4347
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Perrone Vice President of Airfield Maintenance Equipment Plainview, NY aperrone@fortbrand.com 516-282-4059

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Fortbrand was founded in 1983 in Plainview, New York under the core values of Quality, Trust, and Reliability. Fortbrand's reputation is a testament to the core values in action. Operating today as one of the remaining few privately owned manufacturers in the United States, C&amp;C Manufacturing is producing the heavy-duty, high-performance runway snow removal equipment, VAMMAS, exclusively for Fortbrand Services.</p> <p>Since 1983, Fortbrand has been synonymous industry knowledge and trust. Offering our customers with over 100 years of direct large and medium hub airport experience, is a cornerstone to our business model. The trust and support we've garnered allows us to be the first call many airports make in the event of an emergency.</p> <p>Our experienced team members have worked directly as Snow Fighters at airports across the United States' snow belt. This unique perspective has enabled us to respond quickly to our clients' emergency situations with the talent and ability very few of our competitors can. Having such a veteran team is an attribute many in our industry can only strive for.</p> <p>With this knowledge, we've developed the VAMMAS equipment line.</p> <p>As one of the original Multi-Tasking Snow Equipment pioneers, our line was developed with the challenges of Snow Fighting in mind. As such, Fortbrand and VAMMAS are known as the industry leaders in MTEs with a partnership that only a small company can offer.</p>	*
11	What are your company's expectations in the event of an award?	<p>Fortbrand's expectations upon winning the award is to continue to see an increase in sales for our exclusive VAMMAS line of equipment. In addition to the brand recognition Fortbrand would receive from becoming one of Sourcewell's approved vendors, our loyal customers base would benefit greatly from the opportunity to purchase off of the Sourcewell contract.</p> <p>Our customers will find comfort in the ease in which this can be completed. Often, we're asked for cooperative purchasing opportunities, and as such we anticipate a high volume of participation in the event that we're awarded the contract.</p> <p>We have been privy to the exposure Sourcewell vendors receive, and our expectations are that this will continue in the future. Additionally, we expect to be able to garner knowledge from having the ability to attend Sourcewell vendor events and training opportunities.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As a privately owned company, our financial records are confidential. We have however, uploaded Letters of Good Standing from our banking institutions and a financial packet for your review, in an attachment.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>As a small, privately own manufacturer and distributor our market shares are seeing the continued growth we'd expect for a company of our size.</p> <p>Currently, there are 140 VAMMAS in use across The United States today. Being awarded the Sourcewell contract will enable us to grow our reach and provide an exceptional equipment solution to new customers in both The United States and Canada.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Like with the market share in The United States, our footprint in Canada is in line with our expected sales projections.</p> <p>With the Airport Runway Equipment contract, we will see an increase in sales throughout Canada by having created a product designed specifically for the snow and ice control challenges that Canada faces. Today, there are 34 specialized VAMMAS units being used at airports in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Fortbrand Services has not petitioned for bankruptcy protection.</p>	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	Fortbrand Services is the exclusive distributor of the VAMMAS product line produced by C&C Machining (OEM), located in Ottumwa, Iowa. Fortbrand Services and C&C Machining are under the same ownership umbrella.  Fortbrand is the exclusive supplier of the Grizzly RB500 Cold Air Blast to Airports in North America.  Fortbrand also has exclusive rights to the Grizzly RB500 Cold Air Blower, produced in Monroe, Wisconsin	*
17	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.	NA	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Very few, if any awards are given to equipment in our industry to the best of our knowledge. However, our teammates have been presented many awards and honors for their industry merit, efforts, and contributions.  Our Senior Vice President, Carlton E. Braley AAE has been awarded the Lifetime Achievement Award and the F. Russel Hoyt Presidential Award from the Northeast Chapter of the Association of Airport Executives. Carlton has also been recognized by The United States Secret Service for efforts and superior contribution to the law enforcement responsibilities of The United States Secret Service. He has also been recognized by the National Association of Airport Executives for his leadership and dedication to the Facilities and Technical Services Committee. Carlton has received a citation from His Excellency, Governor of The State of New Hampshire, Christopher Sununu in recognition for his service to The State of New Hampshire and the Manchester-Boston Regional Airport.	*
20	What percentage of your sales are to the governmental sector in the past three years	100% of the company sales for this product line have been to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	0%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Prior to recently, Fortbrand hasn't had any exposure to cooperative purchasing. Within the last two years we've been awarded the (be sure to capitalize) "Snow and Ice Control and Equipment Rental" contracts with the state of Minnesota. Our full line is currently being offered on the Pennsylvania 'COSTARS' site, as well as a rental contract for the state of Connecticut.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	This past year, we were awarded procurement contracts for our Vammas line with Minnesota State SWIFT, as well as Pennsylvania CoStars. We are awaiting our first orders from these contracts.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Wayne County Airport Authority Detroit, MI	Donald Watson DM3, Fleet Services	313.215.7479	*
Baltimore/Washington International Airport	Wayne Pennel Deputy Executive Director of Operations and Maintenance	410.859.7335	*
Massachusetts Port Authority Boston, MA	Heather Fife Senior Buyer- Purchasing Department	617.568.5067	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GTAA (GREATER TORONTO AIRPORTS AUTHORITY)	Government	ON - Ontario	Purchase of Vammas runway snow clearing equipment	\$852,000 - \$3,401,646	6,421,266	*
WAYNE COUNTY AIRPORT AUTHORITY	Government	Indiana - IN	Purchase of Vammas runway snow clearing equipment, as well as parts and service.	\$55,446 - \$1,998,604.78	\$2,213,274.39	*
MASSPORT (MASSACHU SETTS PORT AUTHORITY)	Government	Massachusetts - MA	Purchase of Vammas runway snow clearing equipment, as well as parts and service.	\$42,689.57 - \$1,630,264.32	\$1,765,610.68	*
Boston/Manches ter Regional Airport	Government	New Hampshire - NH	Purchase of Vammas runway snow clearing equipment, as well as parts and service.	\$52,729.00 - \$2,603,402.95	\$2,762,832.15	*
MARYLAND (MARYLAND AVIATION ADMINISTRATI ON)	Government	Maryland - MD	Purchase of Vammas runway snow clearing equipment, as well as parts and service.	\$20,975.18 - \$1,120,998.00	\$1,202,844.22	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	Fortbrand has Sales Directors and Managers strategically located throughout the United States. Our southern representatives are centrally located in Tennessee. With these strategic locations, we're able to service customers throughout North America without issue.  In conjunction with our robust inside sales division, our representatives are able to strategically enter new markets armed with airport contacts that are looking to secure our specialized equipment they need at their location.	*
27	Dealer network or other distribution methods.	Due to the centralized location of our VAMMAS factory in Ottunwa, Iowa, we've been able to run our distributions with very limited overhead. Having this strategic location has enabled us to provided parts, training, service, and equipment across Canada and The United States seamlessly.	*

28	Service force.	<p>Fortbrand and C&amp;C are the direct service provider for the VAMMAS line of equipment. Our expertise in our product enables us to be the best in providing training, refurbishment, repairs, and inspections.</p> <p>For this reason, we do not outsource our service to third party repair companies, and provide to our clients onsite service, repairs, and training at no transportation cost or hidden fees.</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>All orders are handled directly by Fortbrand Services. As part of our process, all orders go through a "Four Eye Review." Every order placed at Fortbrand Services is handled exclusively by the Regional Director of Sales, and then approved by our Senior Vice President of Sales, Carlton E. Braley AAE.</p> <p>Having this "Four Eye Review" process ensures that not only our purchase orders and invoices match, but the equipment specifications are the best option for that airport. Part of our process is to create a solution for our customers that is not only unique to them, but to also build a machine that does exactly what they need it to accomplish, every time.</p> <p>Once our purchase orders are completed, reviewed and approved, they're documented through our CRM process which then triggers our accounting department at the corporate office in Plainview, NY to finalize the transaction.</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>All of our customers are assigned a 24/7 service technician in their region, with all contact information provided. We have an emergency hotline based out of our Plainview, NY corporate office which handles all airport weather emergencies, equipment issues, technical questions 24 hours a day.</p> <p>We have a fully staffed customer service department that works in tandem with our parts and service team to aid in our customers questions and concerns with knowledge and expertise. In addition to a 24-hour turnaround time standard for service calls, we offer the ability to select a "Priority" or "Pre-Emption" service plans that guarantees response within 2 – 4 hours.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have the ability to deliver our services to all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have the ability to deliver our services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of either The United States or Canada that we cannot service.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell entity sectors that we will not be able to service.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not anticipate any restrictions on Hawaii or Alaska	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>36</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Two years ago, Fortbrand hired a female owned marketing firm to handle all our marketing objectives at a budget of \$100,000/year. We currently have an extensive contact network that electively “follow” our equipment and industry updates via our bimonthly newsletter, YouTube channel, and LinkedIn account.</p> <p>We utilize email marketing campaigns to maximize our sales efficiency and streamline our communications with potential customers across North America. Our marketing firm currently studies our online analytics to provide to us new strategies to accomplish our goals for that quarter.</p> <p>We capitalize on our unique industry experience to educate our followers on new challenges the airport industry faces, ways to prepare for dangerous weather conditions, how to complete their Snow and Ice Control Plans for winter readiness, and the benefits and integration of EV technology on an equipment level.</p> <p>If awarded the Sourcewell contract, we'll already have developed our marketing plan to be as follows: All Sourcewell contract branding will immediately be displayed on our website, social media accounts, email signatures, business cards, all newsletters and email marketing campaigns. We'll be implementing targeted industry ads on Google, LinkedIn, and Facebook. We currently have in development a “Contracts” page on our website. This page will link directly to our Sourcewell Contracts page.</p> <p>Additionally, we have a step by step How to Signup Guide for our customers, a written article outlining what Cooperative Purchasing is and why it's a benefit to their organization. We'll be linking all our contracted products directly to that page to ensure our clients know exactly what they can purchase through Sourcewell, including our contracted parts and service.</p> <p>Our marketing firm is in development of an advertising YouTube video to highlight Sourcewell and our contracted products. This will be visible on our equipment channel and shared through LinkedIn and our newsletters.</p> <p>Face to face meetings with airport clients around the country are currently part of our sales process. We strongly believe in sharing the benefits of Sourcewell directly to our clients, face to face. We have developed over time, a level of trust with our airports and as such we're wholly confident that there is immediate benefit to sharing with them the Sourcewell opportunities.</p> <p>In addition to our online marketing plans, Fortbrand is a top-level sponsor of the Buffalo Snow Symposium each year. When it's an “equipment year,” it's come to be expected that we will fill their auditorium with our MTEs, Plows, and Deicers in a “Touch a Truck” event.</p> <p>We're looking forward to incorporating the Sourcewell logo and contract information into our tabletop displays, flags, QR Codes on the machines and plows, and in the cabs. Our marketing firm has been prepping and working on a seamless transition to the advertising plan on day one.</p>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>With our hired marketing firm, we're able to directly study our analytics, our competition, and our industry's Google Trends. By having outsourced marketing to professionals, we're able to focus on how to use this information in a strategic manner.</p> <p>With their metrics, we know exactly which areas of the country are interested in which pieces of equipment. We have been able to narrow down our data to be able to determine the level of interest of specific clients and target them appropriately. We have seen a direct return on investment.</p>
<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell's role in promoting contracts has been executed with experience and expertise. Sourcewell is known to be the standard for all cooperative purchasing, and we anticipate they will continue to be so.</p> <p>The Sourcewell brand is known nationwide and has inherent selling power. Simply becoming an approved vendor for Sourcewell, our name recognition increases. We are fully prepared to capitalize on this immediate momentum by extensively promoting this contract everywhere we have our own Fortbrand logo.</p> <p>A Sourcewell contract is a golden sales tool that will be deployed through every avenue of our business development plan. Uniquely, we create our own product catalog for every piece of equipment we carry, whether under the VAMMAS name or as a third-party distributor. With a Sourcewell contract, it would be the same. Creating a Sourcewell specific eCatalog for our customers would be an immediate implementation.</p>

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	They currently are not.	*
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Onsite setup and training comes standard with our products. A technician is deployed to our customer's location at no cost and conducts extensive maintenance and operator training. Additional training is available to our customers as a buy-up ad on.	*
41	Describe any technological advances that your proposed products or services offer.	<p>All Vammas equipment utilizes cab specifically designed for use at airports. Equipped with a superior heating and ventilation system. All windows are fitted with wipers and washer systems and are made of dual insulated glass. Cab design limits noise levels to 65db.</p> <p>The Vammas P8400 plow has a Vammas only flexible design that transfer the weight of the snow to the cutting edge surface. Basically, as the depth of the snow increases the plow becomes more affective.</p> <p>The attack angle of the snow plows on the PSB5500 and the STSB5500 is 37-degrees which exceeds all others. This allows a more aggressive clearing angle which allow for deeper snow removal.</p> <p>PSB has a complete air ride suspension that is only found on the PSB5500. This enables the attachments (Plow and broom) to follow the contour of the Runway surfaces. This enables the equipment to remove the maximum amount of contaminants with each pass. This improves safety as fewer operations are required to produces runway conditions that are now worse than wet.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Fortbrand is dedicated to reducing its carbon footprint and implementing green initiatives. Fortbrand carries a product line with the latest EV equipment and is currently working with undisclosed technology leaders to create green solutions that Sourcwell customers can expect to see rolled out in the near future.</p> <p>Like many manufacturers in our industry, we've incorporated green practices at home. We've gone completely paperless in all our marketing, promotional and sales materials. We utilize QR codes on our equipment and at tradeshows to limit waste and excess business cards that end up in hotel garbage cans.</p> <p>We understand the importance of LED lightening in the corporate office and our factory, and the majority of our employees work from home, limiting carbon emissions in the already saturated city of New York.</p> <p>Fortbrand continues to look for ways to implement further green initiatives.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Fortbrand does not currently have any eco-labels or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Fortbrand does not qualify for these business designations, nor is it required of our partners. As such, we have not been provided specific documentation regarding this from anyone we do business with.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our VAMMAS line is designed to be multi-tasking. Our PSB500 and ST/SB5500 are designed to plow, sweep, and remove snow with air-blasting technology simultaneously. As one of the leaders in MTEs, our machines are developed to pioneer the industry by setting the standard for companies attempting to replicate these designs.</p> <p>Our B750 blower is the only 7500 ton per hour blower certified and manufactured in The United States. Our B750 design incorporates three (3) engines to produce the required 1000-hp to the blower head through mechanical drive shafts.</p> <p>As previously mentioned, our sales team has over 100 years of airport experience in actual Snow Fighting, Snow and Ice Control Management, and are accredited in their fields. Having a direct equipment partner that provides this level of experience using snow clearing equipment in the field, is limited and therefore place us at an advantage.</p> <p>Fortbrand helps to provide technical training for mechanics and equipment technicians, operator training, and training for managers and directors tasked with the financial impacts of winter operations, "The Human Factors" of Snow Fighting and winter weather forecasting.</p>	*
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	YES	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturer warrants its new products to be free from defects in workmanship and materials at time of shipment and will repair or replace, without charge for parts or labor, any part of its new product that fails to conform to this warranty for a period of one (1) year or 2,000 hours (except as specifically excluded) from date of delivery to the original purchaser, whichever occurs first.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Fortbrand Services will repair or replace, with out charge of parts or labor of its new product that fails to conform to the warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have not found that there are locations that Fortbrand cannot provide a technician.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We do not cover the warranty on items made by other manufacturers, they are passed on to the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Since our products are designed to the customers specifications and in conjunction with the customer throughout the process, returns and exchanges are not a typical situation in our business. We do not have any restocking fees. If an incorrect item is ordered, we work with our customer to fix the situation. If a mistake was made by Fortbrand, we will provide exchanges at no cost to the customer.	*
52	Describe any service contract options for the items included in your proposal.	<p>Fortbrand provides onsite service to our customers. By contacting our 24-hour hotline, or reaching out to their dedicated technician, we work within our customers schedule to provide service with the least equipment downtime possible.</p> <p>We have additional tailored service options available for purchase.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We offer net 30 terms and accept check or ACH payments.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Fortbrand offers in-house financing. Without having to integrate third-party financing options, we're able to work directly with the needs of our customers in way that few companies can.</p> <p>Whether their needs are large or small, we finance all levels of transactions. Fortbrand Services offers a robust rental and leasing program available across North America for all equipment in our catalog – new and used.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see attached documents titled, "Sample Quote" and "Sample Invoice."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Fortbrand Services does not currently offer P- Card process but are open to additional services.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fortbrand proposes a 5% discount off list price. Please see attached document, "Fortbrand Services Price Schedule" for current pricing with the Sourcewell Discount for each item. We have also attached our 2023 Price Catalog which represents our standard product pricing.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Fortbrand Services would like to propose a 5% discount on all items sold.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are available on a case-by-case basis.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Fortbrand currently does not provide "sourced products".
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Price does not include shipping from Ottumwa, Iowa which is determined on a case-by-case basis. Our price does include set-up and commissioning onsite. Basic Operator Training, Maintenance and Technical Training are offered free of charge. Additional training beyond the initial offerings is available for a fee.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight pricing is listed per machine on our price schedule document. Freight is calculated per mile from the origination OEM address to final delivery address.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Off-shore delivery is available. Terms are specific to the customer. Sales to Canada will require the customer to provide customs brokerage. Fortbrand to provide required invoices and insurance.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Freight is offered through standard carrier services.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our VAMMAS line of products on the Sourcewell contract is at a slightly higher discount due to the anticipated purchase volume amount.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Senior Vice President of Sales will oversee the Sourcewell sales process to ensure pricing offered is in accordance to our contract. Our Project Manager will update our 'Sourcewell Sales Document' Monthly and report to Sourcewell Quarterly. The administrative fee will be presented to the Senior VP of Sales and directed to the accounting team to submit the proper quarterly payment.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	All contractual transactions require a report defining and describing the initiation of the transaction, by the individual Regional Director, utilizing which specific contract. Fortbrand's accounting team provides a monthly report that includes all transactions, source of the activities and division from which the transactions originate.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Fortbrand is prepared to offer a 2% administrative fee to Sourcewell on all product sales.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>VAMMAS B750 Blower:  The Vammas B750 is the largest capacity Snow Blower and the flag-ship of the Vammas Snow blower product line at 7,500 tons per hour capacity. Vammas has more than 30 years of experience developing advanced technologies to support high performance snow clearing operations worldwide. The advanced design of the Vammas two stage blower head supports various types of snow casting. Heavy duty custom built chassis for this specific application. Three engine design supporting the blower's high speed and capacity. Cab forward to support the best visibility possible.  All wheel drive.  All wheel steering.  Allison Automatic.</p> <p>High capacity two stage blower head is design to effectively move snow through the blower head at high speed.</p> <p>The VAMMAS PSB 5500 Plow-Sweeper-Blower:  The VAMMAS PSB 5500 Plow-Sweeper-Blower is manufactured specifically for High-Speed airfield winter maintenance operations. The PSB 5500 has two driving rear-axles and front-wheel steering with articulated rear steering. The advanced steering system allows the PSB to execute small turning radius while maintaining high-speed maneuverability. The steering system keeps the Plow Sweeper and Blower (Airblast) following the exact same path throughout the curves. The PSB 5500 is powered by two 469 hp diesel engines, one for driving and one to power the hydrostatic functions, this supports working speed is up to 40 mph (60 km/h).  PSB benefits:  • Control tower type cab for operator ergonomics, comfort and convenience • Hydraulically driven 46inch wafer broom up to 710rpm • High volume - high air speed, hydraulically driven air blower • Computerized electrical system using CAN bus technology • Mechanical front axle steering with electronically coordinated integrated hydraulic frame type rear steering. • Electronically controlled articulated rear frame steering with safety systems • Full air ride suspension with automatic leveling • Three axles with a total of 68,500lbs maximizes vehicle control • ABS anti-lock brakes  • ASR anti-slip function • Allison 4000 RDS automatic transmission and drop box powered by Volvo TAD1373VE EU Stage IV / EPA Tier 4f emission standard with no regen • Auxiliary Volvo TAD 1373VE EU Stage IV / EPA Tier 4f emission standard with no regen for hydraulic pumps • Vammas P8400 flexible plow with spring-loaded segmented cutting edges and quick attachment system for the plow blade</p> <p>VAMMAS ST/SB 5500:  The SB 5500 is a towed semi-trailer type sweeper blower. This unit is used together with a towing vehicle fitted with a snow plow and snow plow attachment. The VAMMAS ST (snow tractor) was manufactured specifically to tow the Vammas SB 5500 Broom to provide High-Speed airfield winter maintenance operations. The ST has two driving axles with 4x4 and front-wheel steering. The advanced steering system allows the Vammas ST/SB combination to execute a small turning radius while maintaining high-speed maneuverability. The rear SB steering system keeps the ST/SB following the exact same path throughout the curves. The ST is powered by one 469hp diesel engines, this supports working speed is up to 40 mph (60 km/h).</p> <p>DSS GRIZZLY RB500 – Cold Air Blower  The RB500 come is produced on an Autocar ACMD42 4x2 Cabover Chassis, with a 50 gallon diesel tank, 5 gallon DEF tank. It comes standard with a Cummins 6.7 liter 260 HP, 660 ft-lbs torque, Tier 4 and an Allison 3500 series automatic transmission.</p> <p>Cold Air Blower Specs:  CFM = 19,000  Pressure = 84" WG or 3 psi  Velocity = 500MPH @ 2250RPM  Framework: Powder Coated Hammered Gray Integrated Skid Mount to chassis for easy removal</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Snow Blower Multi-Tasking Snow and Ice Removal Equipment

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
71	Plows;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vammas PSB5500 Vammas ST/SB5500
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vammas B750 Blower Grizzly RB500 Cold Air Blower
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vammas PSB5500 Vammas ST/SB5500
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vammas DT4000
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Onsite setup and training comes standard with our products. A technician is deployed to our customer's location at no cost and conducts extensive maintenance and operator training. Additional training is available to our customers as a buy-up ad on

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

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

- [Pricing](#) - 2023\_Sourcewell\_FortbrandServices\_Equipment\_Price\_Schedule.xlsx - Tuesday November 15, 2022 10:03:30
- [Financial Strength and Stability](#) - PNC\_BankLetter.pdf - Monday November 14, 2022 10:09:50
- [Marketing Plan/Samples](#) - (Sample)Marketing.zip - Tuesday November 15, 2022 10:03:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty\_Info.zip - Monday November 14, 2022 14:33:12
- [Standard Transaction Document Samples](#) - StandardTransactionDoc.zip - Monday November 14, 2022 16:02:16
- [Upload Additional Document](#) - 2022\_Fall\_FortbrandCommercialPriceList.pdf - Tuesday November 15, 2022 10:04:51

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carlton Braley, Senior VP, Sales, Fortbrand HOLDCO LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Airport_Runway_Eqpt_RFP_111522</b> Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Airport_Runway_Eqpt_RFP_111522</b> Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Airport_Runway_Eqpt_RFP_111522</b> Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1

## ASSIGNMENT OF CONTRACT # 111522-FTB

THIS ASSIGNMENT AGREEMENT (this "Agreement") is effective upon the date of the last signature below (the "Effective Date") by and among **Sourcewell ("Sourcewell")**, **Fortbrand Holdco LLC ("Fortbrand")**, and **Fortbrand Services, LLC ("Supplier")**.

Sourcewell awarded a contract to Fortbrand to provide Airport Runway Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective February 2, 2023, through February 3, 2027 (Contract). Such services would have been provided by Supplier which, at such time, was Fortbrand's operating company and subsidiary and it was the intention of the parties thereto that the Contract be by and between Supplier and Sourcewell.

Supplier is no longer a subsidiary of Fortbrand and both Fortbrand and Supplier have requested that the Contract be assigned from Fortbrand to Supplier which is the entity that will actually provide the services, and the assignment provision of the Contract allows for assignment only upon written consent of Sourcewell.

Fortbrand hereby assigns and transfers to Supplier, and Supplier hereby accepts and assumes, all of Fortbrand's right, title and interest under the Contract. Supplier is ready, willing, and able to perform all of the obligations and responsibilities of the Contract and Sourcewell consents to the foregoing assignment; therefore, as of the Effective Date, all rights and obligations of Fortbrand are assigned to Supplier and all references to "Fortbrand HOLDCO LLC dba Fortbrand Services" in the Contract will be replaced with "Fortbrand Services, LLC."

Sourcewell hereby releases, waives, and forever discharges Fortbrand of and from any and all actions, expenses and claims relating to performance under the Contract on or after the Effective Date.

### Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz, Director of Operations/CPO  
Date: 10/13/2023 | 9:18 AM CDT

Approved:  
DocuSigned by:  
*Chad Coquette*  
By: \_\_\_\_\_  
48BAF71B0894454...  
Chad Coquette, Executive Director/CEO  
Date: 10/13/2023 | 9:57 AM CDT

### Fortbrand Holdco LLC

DocuSigned by:  
*John Lenahan*  
By: \_\_\_\_\_  
D62358563DAE457...  
John Lenahan  
Title: Manager  
Date: 10/12/2023 | 3:24 PM PDT

### Fortbrand Services, LLC

DocuSigned by:  
*Carlton Braley*  
By: \_\_\_\_\_  
E4EA06D6F1B6495...  
Carlton Braley  
Title: Sr. VP AME  
Date: 10/13/2023 | 7:19 AM CDT