



Solicitation Number: RFP #111522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Alamo Group (USA) Inc., 1627 East Walnut, Seguin, TX 78155 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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

Alamo Group (USA) Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/25/2023 | 10:49 AM CST

DocuSigned by:
Daniel Beaudoin
By: E8FF5B60A2D5495...
Daniel Beaudoin
Title: Vice President, Snow Removal Group
Date: 2/27/2023 | 10:22 AM CST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/27/2023 | 10:31 AM CST

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: Alamo Group (USA) Inc.

Does your company conduct business under any other name? If yes, please state: Everest Equipment Co., Henke Manufacturing LLC, RPM Tech, Tenco Inc., Wausau Equipment Company LLC

Address: 1627 East Walnut
Seguin, TX 78155

Contact: Robert Madison

Email: rmadison@alamo-group.com

Phone: 913-680-9605

HST#: 74-2149829

Submission Details

Created On: Wednesday October 05, 2022 10:51:55

Submitted On: Friday November 11, 2022 08:51:04

Submitted By: Robert Madison

Email: rmadison@alamo-group.com

Transaction #: 95353088-30ed-4d70-a1b8-dd8a6d5c5c16

Submitter's IP Address: 107.128.0.129

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")	Alamo Group (USA) Inc (Industrial Division, Snow Group) Tax ID #74-2149829 DUNS #048211288
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	The Snow Group within the Industrial Equipment Division included in this proposal are Everest Equipment Co. – Tax ID #123010837RC0002 Henke Manufacturing LLC – Tax ID #48-1134942 Tenco Inc. – Tax ID #98-1392386 US, #851851105 Canada o Tenco Industries Inc. – Tax ID #45-3446491, Division of Tenco Inc. o RPM Tech – No tax identification, brand only Wausau Equipment Company LLC – Tax ID #39-1308715
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Alamo Group (USA) Inc, Everest Equipment Co., Henke Manufacturing LLC, RPM Tech, Tenco Inc., Tenco Industries Inc., Wausau Equipment Company LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Alamo Group (USA) Inc - #439J0 Everest Equipment Co. – N/A Henke Manufacturing LLC - #57478 Tenco Inc. - #7YHT3 Wausau Equipment Company LLC - #62934
5	Proposer Physical Address:	Alamo Group (USA) Inc – 1627 East Walnut, Seguin, TX 78155 Brand addresses: Everest Equipment Co. – 1077 Westmount St, Ayer's Cliff, Quebec J0B 1C0 Henke Manufacturing LLC – 3070 Wilson Ave, Leavenworth, KS 66048 Tenco Inc. and RPM Tech –1318 rue Principale, St-Valerien-de-Milton, QC J0H 2B0 Additional offices: 5700 South Lima Rd, Lakeville, NY 14480 RPM Tech: 2220 Michelin St, Laval, Quebec H7L 5C3 Wausau Equipment Company LLC – 1905 South Moorland Rd, New Berlin, WI 53151
6	Proposer website address (or addresses):	Alamo Group (USA) Inc (Industrial Equipment Division) – https://www.alamogroup.com/our-company/company-divisions/industrial-division/ Brand addresses: Everest Equipment Co. – https://everestequipment.com/ Henke Manufacturing LLC – https://henkemfg.com/ RPM Tech – https://grouperpmttech.com/en Tenco Inc. – https://tenco.ca/ Tenco Industries Inc. – https://tenco.ca/ Wausau Equipment Company LLC – https://wausauequipment.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):	Jeffrey Adams Vice President, Snow Removal Group 1905 S. Moorland Road New Berlin, WI 53151 jadams@alamo-group.com 262-796-6126
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Madison Director of Product Management & Marketing 3070 Wilson Ave Leavenworth, KS 66048 rmadison@alamo-group.com 913-680-9605
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary Andrews President, Managing Director Manufacturers Solutions Team mary@manufacturerssolutionsteam.com 830-481-4818

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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>Founded in 1969, Alamo Group is a leader in the design, manufacture, distribution and service of high-quality equipment for infrastructure maintenance, agriculture and other applications. Our products include truck and tractor mounted mowing and other vegetation maintenance equipment, street sweepers, snow and ice removal equipment, excavators, vacuum trucks, other industrial equipment, agricultural implements and related after-market parts and services.</p> <p>Alamo Group headquarters are located in Seguin, Texas. Our member companies are throughout Australia, Europe, North America, and South America.</p> <p>For over four decades, we have focused on satisfying customer needs through geographic market expansion, product development and refinement, and select acquisitions. Our first products were based on rotary cutting technology. Over the years we added flail cutting and sickle-bar technology. Today, we have become a leader in the markets we serve in terms of product innovation and development, the creation and marketing of compelling brands, product safety, and manufacturing efficiency. Our development as a company has been enhanced by more than 25 acquisitions. Alamo Group went public in 1993 and since 1995 has been listed on the New York Stock Exchange as ALG.</p> <p>Our products are sold through Alamo Group's marketing organizations and our extensive independent worldwide dealer networks under various trademarks and trade names. These include Alamo Industrial, Bomford, Bush Hog, Denis Cimaf, Earthmaster, Everest, Herschel, Henke Manufacturing, HP Fairfield, McConnell, Morbark, M&W, Nite-Hawk, Old Dominion Brush, Rayco, RhinoAg, Rivard, Rousseau, RPM Tech, Santa Izabel, Schwarze, Schulte, SMA, Spearhead, Super Products, Superior, Tiger, Tenco, Terrain King, Twose, VacAll, Wausau, and others.</p> <p>Alamo Group is committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders, and the public. The Alamo Group Board of Directors and senior managers have approved and adopted a Code of Business Conduct and Ethics which covers confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010, antitrust compliance, export controls, fraud, confidential reporting procedures, and non-retaliation measures. The policies from the Code governs our conduct worldwide in our facilities and where we transact business and are intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.</p> <p>All of our companies support their local community initiatives, for example in parades, fundraisers, civic events, and wellness events while also responding to natural disaster emergencies.</p> <p>Alamo Group (USA) Inc has two divisions; Industrial Equipment and Vegetation Management. The snow and ice companies are in the Industrial Equipment Division and are detailed below.</p> <p>Everest Equipment Co. was founded in 1974 as a custom's concrete forms manufacturer, providing heavy duty cast-in-place forms for tunnel and shaft infrastructure work. In 1984 the company added snow and ice handling equipment as complimentary products to the custom forms. This addition added diversity and additional financial security to the business. In 2000 Everest purchased Frink America and renamed it American Sno-Plows. Frink was the first company mass producing heavy-duty snow and ice equipment beginning in 1920. Today the product line is still being manufactured with the other Everest products. In 2004 Specialized Industries purchased Everest. This was a group of five companies focused on vac trucks, highway and airport snow and ice management, and distribution.</p> <p>Alamo Group made the acquisition in 2014.</p> <p>Today Everest Equipment Co. designs and manufactures a full range of heavy-duty snow removal and ice control products marketed under the Everest, American Sno-Plows and Frink America brands. Products include snowplows, hitches, wing systems and all-season spreader bodies. Everest also designs and services a wide range of custom cast-in-place concrete forming systems for underground structures.</p> <p>Henke Manufacturing LLC was founded in 1916 as Royer Manufacturing</p>

Company In Janesville Iowa manufacturing horse-drawn graders. Around 1925 the first motorized snow removal system to be manufactured in the US was developed by the founder Jesse Royer. In the 1940's Jesse developed a power sweeper that removed ice from the pavement. Martin Henke took control over the company in 1946 and changed the name to Henke Manufacturing Company. The company was sold to Edward Green in 1967. Edward became a key supplier of snow removal equipment for John Deere. Henke moved from Iowa to Waverly Iowa in 1978. In 1982 Michael Green assumed control following the death of his father. Henke filed for bankruptcy in 1992 and was purchased by a group of investors in 1993 and moved to Leavenworth Kansas. From that point forward Henke expanded and created a healthy growth path.

Alamo Group made the acquisition in 2007. In 2010 Henke diversified into V-Box style salt and sand spreaders. In 2018 truck upfitting was added.

Today Henke provides state of the art turnkey trucks fully equipped with plows, hitches, wings, scrapers, dump bodies, hydraulics and V-Box spreaders. For tax reporting simplification the company name changed to Henke Manufacturing LLC in July 2022.

Tenco Inc. was founded in 1976 in St-Valerien-de-Milton Quebec Canada marketing the one-way TC-96 plow and building other major products of drum crushers, paper balers, and hydraulic cylinders. Tenco produced the 12M dump body/spreader in 1984. Tenco chose to focus on snow and ice control in the 1980's by acquiring companies which allowed the portfolio to grow to truck attachments, loader and grader attachments, de-icing and anti-icing equipment, airport plows and sweepers and loader mounted self-contained snow blowers.

In 1993 Tenco Industries Inc. was founded and quickly became a major marketing and operations center in support of the sale and distribution of spare parts and equipment in the US which were being manufactured in Quebec. The acquisition of SMI took place in 1999 which added self-propelled snowblowers and airport runway sweepers to the offering. A 34,000 sq. ft. building was added to the Quebec facilities in 2000. Tenco acquired Vohl's snow removal division in 2003 and started selling the renowned DV-4000 loader-mount snowblower. Pursuant to an agreement with Bucher in 2005, Tenco was authorized to distribute Rolba high quality selfpropelled snowblowers and Schorling runway sweepers in North and South America.

Alamo Group acquired Tenco in October 2011. In 2013 Tenco began the distribution of Bucher Municipal (Giletta) high-end equipment for North America. In 2020, Tenco merged with R.P.M. Tech Inc., a company Alamo Group acquired in 2017, that concentrates on rugged industrial snow removal equipment in order to streamline operations. The RPM Tech brand is well known, and our intention is to keep it in the forefront.

Today Tenco provides a vast array of truck attachments to dump bodies, specialty bodies, full hydraulic systems, emergency lighting and all other appurtenances for complete and road certified trucks, loader mounted self contained snowblowers and a complete line of deicing and anti-icing equipment as well as airport plows, sweepers, and blowers.

Wausau Equipment Company LLC was founded in 1978 and is a leading manufacturer of heavy-duty snow removal and ice control equipment for highways, airports, and rail markets. Wausau has two locations; a 167,00 sq. ft. fabrication plant in New Berlin Wisconsin and a 28,000 sq. ft. assembly plant in Fond du Lac Wisconsin.

Alamo Group acquired Wausau in 2014. For tax reporting simplification the company name changed to Wausau Equipment Company LLC in July 2022.

Today the portfolio consists of severe service snowplows, hitches and wing systems, rotary brooms, loader and truck mounted snowblowers, spray and anti-icing/deicing systems, high velocity air movers, and truck mounted tunnel washers. Wausau is a leader in supplying airport managers the range of airport exclusive equipment needed for snow and ice management.

Alamo Group will continue to look for opportunities to organize the brands in a manner which is advantageous to providing the member with the best products and services and ease of doing business. It is important the members have access to our expert resources and support in this category to help guide them to the right solution across our brands.

(Refer to attached Organization Quick Reference)

11	What are your company's expectations in the event of an award?	<p>Being awarded a contract will allow us to provide a full range of products offered by all our brands to the Airport members under one contract. Many of the products on our recently awarded Snow and Ice Handling contract are being purchased by Airport members. If awarded this RFP, we will be able to offer our portfolio of the airport exclusive, specialized equipment to include BMP airport plows, Tyler ice deicers, SnoDozers, AF1 cold air blowers, and roll over plows along with our general snow and ice products. This will give the airport members the full range of equipment they need to maintain their runways in all of North America under one contract.</p> <p>We plan to lead airport customers too, educate them about, and ultimately drive business with the Sourcewell contract in both the US and Canada. With Alamo Group's massive and diversified product portfolio, we are able to work with the airport Sourcewell members to provide them with one of the largest product offerings in the Airport Runway Equipment snow & ice removal category. We welcome the opportunity to work with Sourcewell members to understand their current and future equipment, service, training, and parts requirements, and we will work with them to develop custom designed packages when needed. In addition to offering Sourcewell airport members their specialized equipment and the vast and varied product offering, we will also provide them with exemplary levels of quality, service, competitive, discounted prices, and full coverage in North America, ultimately bringing the best value to the members.</p> <p>The Alamo sales team believes we will continue to grow our sales by leveraging the Sourcewell contract. The Sourcewell brand is strong and is increasingly associated with integrity, quality, and ease of use, all of which makes it easier for us to leverage the contract to the benefit of Sourcewell, Customers, and Suppliers alike. We look forward to continued growth if we are awarded this contract, and we commit to providing Sourcewell members with timely responses from our very knowledgeable teams, and to provide them with high quality solutions designed to meet and/or exceed the industry standards.</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>Alamo Group Q2 2022 Sales and Earnings recap:</p> <ul style="list-style-type: none"> o Net sales of \$396.2 million, up 14.0% o Vegetation Management net sales of \$255.0 million, up 18.8% o Industrial Equipment net sales of \$141.2 million, up 6.3% o Income from operations of \$40.9 million, up 21.8% o Net income of \$28.5 million, or \$2.39 per diluted share, up 9.4% o Trailing twelve-month EBITDA of \$172.9 million, up 6.7% from full year 2021 o Backlog of \$894.0 million, up 75.5% compared to prior year second quarter-end (Refer to attached Q2 2022 SEC Form 10-Q, 2021 10-K, and the Q2 2022 Sales and Earnings Release)
13	What is your US market share for the solutions that you are proposing?	<p>This industry has a broad range of equipment with a wide range of requirements by geographical regions in the US and Canada. Although AEM does not track market share for individual snowplows, spreaders, bodies, etc., Alamo Group (USA)'s Snow Group offers a complete range of equipment in both the US and Canada. Few companies can match our product breadth to North American members.</p> <p>Based on decades of sales history, and records within our own MRP/CRM systems, Alamo Group (USA) Inc estimates that our collection of brands have a market share of 25 – 35% in the US.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Alamo Group (USA) Inc brands have a market share of 45 – 50% in Canada. And while nearly 50% market share is impressive, we also realize we have plenty of opportunity for growth, both through product awareness and marketing, as well as through easy-to-use purchasing mechanisms such as Canoe.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No. To clarify Henke Manufacturing LLC was acquired out of bankruptcy in 1993 by a company with a different tax identification number and as such Henke Manufacturing LLC in Leavenworth Kansas has never petitioned for bankruptcy protection.</p>

16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are best described as b) a manufacturer or service provider.</p> <p>We work through a dealer network of independent dealers, which includes Alamo Group owned HP Fairfield, all who represent our brands in the US, Canada, and internationally. In most cases, our dealer network covers a geographical area. The dealers are individually owned and have their own sales and service teams to support the local members.</p> <p>Our products are delivered to the members direct from the factory or through our dealer network which is supported by territory sales managers, service managers and service team members.</p> <p>In a case where we have local facilities in Canada our employees would provide the sales, service, and parts to members within their area of responsibility. The member would issue their purchase order to the company just as if we were an approved dealer.</p> <p>If there is no dealer coverage in an area, we provide a direct company employee to manage the sales and service of the member. Our factory team provides all additional support required.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We know license requirements vary across North America and we expect our factories and dealers to adhere to all requirements, not only required licenses but also with municipal and governmental technical codes and regulations, insurance requirements, sales representative licensing, and service technician certifications.</p> <p>We practice lean manufacturing and annually send employees from every department to the Kent State Lean Six Sigma Training & Certification Program. Many of our employees have completed the training and annual refresher courses to obtain their OSHA certificates. As a company we require all employees to attend in-factory training on a regular basis on safe practices. We require our equipment operators to attend training regularly to remain efficient and effective when operating their equipment. We require our welders to be inhouse certified on top of their standard certification.</p> <p>Everest Equipment Co. 1) PERMIS DE COMMERÇANT DE VÉHICULES ROUTIERS – License to sell trucks in Canada (Refer to attached certificate) 2) Seal of Performance & Quality – annual inspection and welders tested and audited (Refer to attached certificate)</p> <p>Henke Manufacturing LLC 1) KS Business ID 2066884 (Refer to attached Certificate of Good Standing)</p> <p>Tenco Inc. 1) Registered with the National Highway Traffic Safety Administration in the US as an alterer of previous certified motor vehicles and final stage manufacturer of motor vehicles. 2) Registered with the Canada Motor Vehicle Safety Standards as an alterer of previous certified motor vehicles and final stage manufacturer of motor vehicles. (Refer to attached certificate) 3) ISO 9001:2015 certified (Refer to attached certificate)</p> <p>Wausau Equipment Company LLC 1) ISO 9001:2015 certified (Refer to attached certificate)</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We have never been suspended or barred.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Henke Manufacturing LLC 1) March 2017 Non-Provisional Patent Filing date for the Provisional Patent for Plow Trip Edge Spring Sharer 2) March 2018 Patent issued for our innovative cartridge spreader 3) June 2018 Notice of Allowance received for the Provisional Patent for PPW (Wing Plow Apparatus)</p> <p>Tenco Inc. 1) APWA 2022 Best New Product Award (Refer to attached award)</p>

20	What percentage of your sales are to the governmental sector in the past three years	The majority of our brands almost exclusively sell to government agencies with 90-99% of sales made to the government sector in the last three years. Tenco Inc. supports a large retail base of customers which puts their overall sales to the governmental sector at 65% over the last three years.	*
21	What percentage of your sales are to the education sector in the past three years	We recorded less than 1% of sales for the education sector in the past three years.	*
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?	<p>Note, on sparse occasion we will authorize a dealer to hold a contract with our products listed as this setup was going to be the most advantageous for the customer.</p> <p>Alamo Group (USA) Inc. was recently awarded the Snow and Ice contract for all our Snow and Ice companies. (062222-AGI) The Sourcewell totals below are the results from our previous contracts.</p> <p>Everest Equipment Co.</p> <ul style="list-style-type: none"> o Sourcewell 2019 = \$246,359 2020 = \$149,035 2021 = \$53,345 <p>Henke Manufacturing LLC</p> <ul style="list-style-type: none"> o Sourcewell 2019 = \$723,427 2020 = \$1,385,740 2021 = \$578,413 o ID DOT 2019 = \$695,544 2020 = \$255,371 2021 = \$129,034 o MT DOT 2019 = \$261,013 2020 = \$3,392 2021 = 318,496 o PA DOT 2019 = \$219,644 2020 = \$408,109 2021 = \$633,925 o PA Turnpike 2019 = \$17,446 2020 = \$390,332 2021 = \$43,273 o TX DOT 2019 = \$117,675 2020 = \$627,355 2021 = \$874,730 o UT DOT 2019 = \$65,891 2020 = \$0 2021 = 36,285 <p>Tenco Inc.</p> <ul style="list-style-type: none"> o Sourcewell – originally awarded under R.P.M. Tech, amended to Tenco Inc. in 2020 2019 = \$931,893 2020 = \$2,864,254 2021 = 1,102,003 o NY State OGS Sourcewell Participating Addenda 2021 = \$111,864 2022 YTD = \$255,937 <p>Wausau Equipment Company LLC</p> <ul style="list-style-type: none"> o Sourcewell 2019 = \$522,768 2020 = \$1,517,397 2021 = \$644,731 	*
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?	We do not have any GSA or SOSA representation at this time.	*

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 *
Des Moines International Airport	Chris Kuonen	641-202-0022
Dane County Regional Airport	Greg Kerkenbus	608-246-3396
City of Fairbanks	Jerimiah Record	907-590-3720
Manchester-Boston Regional Airport	Hassan Hussni	603-624-6592
Greater Toronto Airports Authority	Michael Tomas	416-550-5389

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 *
Nevada DOT	Government	Nevada - NV	Snow and ice removal	Plows, wing spreaders, turn-key trucks, grader installations	\$2,178,996.90
Denver Airport	Government	Colorado - CO	Snow and ice removal	2 units	\$781,120.00
New York DOT	Government	New York - NY	Snow and ice removal	5 units	\$586,250
Gov't of Manitoba-VEMA	Government	MB - Manitoba	Snow and ice removal	19 snow removal trucks	5,691,609.45\$ (CAD)
C.G.E.R. Quebec	Government	QC - Quebec	Snow and ice removal	10 snow removal trucks and parts	3,211,844.69\$ (CAD)

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.	<p>It is our intent as our Snow Group reorganizes further into the one company, one stop model that all our factory and dealer sales teams will be able to service the members across all brands as our goal is to provide the members an easy and highly trained team to work with on all their needs.</p> <p>Alamo Group (USA) Inc has a team of 32 full time, sales team members strategically located throughout the US and Canada supporting the sales for our Snow and Ice brands. If we include our dealer sales and support teams, each of whom have between 1 and 10 dedicated governmental sales associates, we have over 1,000 salespeople who promote our products, parts, training, and services in North America. Our dealer location information is included in the attachment referred to in number 27 below.</p> <p>Mary Andrews with Manufacturers Solutions Team will be a big contributor to the success of our sales teams utilizing an award. Mary worked with the Group for 13+ years and was a pioneer at Alamo in recognizing the value of a Sourcewell contract and was instrumental in assisting other sister companies in applying, receiving, rollingout, training, and utilizing an awarded contract.</p> <p>(Refer to attached Alamo Group (USA) Inc location map)</p>

27	Dealer network or other distribution methods.	<p>We place a high value on servicing members locally and provide all the necessary training, contacts, and product support from our factories to assist the dealers in giving the members a great experience with our products. We are very capable of working with all members direct when that creates a better solution for them. Over 80% of our sales go through our dealer teams with the full support from our factory teams.</p> <p>The majority of our dealers specialize in snow removal management and are categorized as independent Truck Equipment or Industrial dealers. Henke also utilizes Construction dealers to sell, service, and support their products. We will have over 1400 dealer locations representing our products on this contract if awarded. Many of our dealers overlap and represent more than one of our brands.</p> <p>Each dealer is supported by our Territory and Regional Managers and our entire factory teams.</p> <p>Alamo Group acquired HP Fairfield's two locations and they serve municipalities and contractors throughout New England by helping them improve the safety and condition of roadways, airfields, and public infrastructure through the sale, manufacture and custom installation of specialized work trucks and related equipment. Their products include custom municipal snow and ice removal equipment; street sweepers; rotary, flail and boom mowers; solid waste and recycling equipment; water and sewer maintenance equipment; sidewalk tractors; and asphalt maintenance patchers. These two locations are considered Alamo Group owned dealers to our Snow and Ice companies. (Refer to attached dealer listing)</p>
28	Service force.	<p>The Alamo Group of Snow and Ice companies require our dealers to have a dedicated team of service professionals trained on the brand/s they represent. As mentioned above, the majority specialize in snow removal management and have been servicing the area for years and know the members. Our dealers have a minimum of one lead service technician and one parts specialist who is well versed to support our products in the field with their service trucks or in their shop.</p> <p>Our factories have dedicated service groups available 24/7. We have service trucks and technicians providing support to the members and dealers along with our Service Managers, Parts Managers, and technicians. Our support does not stop there. Our service force encompasses our teams of upper management, engineering, marketing, accounting, customer service, manufacturing, quality assurance, shipping, warranty, sales, training, and safety. We provide a full and complete package to the members and dealers in order to get to the solution efficiently and effectively.</p> <p>In total there are approximately 17 technicians available from our factories and 1000+ through our dealers to offer first line service in the US and Canada.</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>The process begins with the member working with the local dealer or direct factory representative to configure the equipment to meet their requirements.</p> <p>A quote is provided by the dealer or representative and documented with the Sourcewell/Canoe member and contract numbers.</p> <p>The member issues their PO to the dealer or representative with the Sourcewell/Canoe member and contract numbers. If the PO goes to the dealer, the dealer will issue a PO to the brand and include their quote to the member to place the order and a copy of the members purchase order, all will have the member and contract numbers noted.</p> <p>The order will be filled and shipped to the dealer or direct to the member.</p> <p>The invoice will be issued to the member from the dealer or representative based on who received the members PO.</p> <p>Orders are flagged and tracked through our ERP and/or Salesforce systems which we use to create our tracking and fee payment reporting.</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>For customer service, parts, or service we always encourage the member to contact their local dealer first. Most of our dealers have normal business hours and offer support after hours when the member has an issue which cannot wait until business hours resume. Our dealers are expected to maintain a parts stocking level adequate to support the equipment in their area.</p> <p>A typical process is once the customer has notified the dealer of the issue, the dealer will send their sales and tech representatives to the site to access the situation within 24 hours. A decision is made to address the issue on site or bring it back to the shop. Our dealer and factory teams make service an extreme priority and it is what sets us apart from our competitors.</p> <p>Our factories are always ready to assist the dealers when needed. We also offer direct customer service, parts, and service support to the members. We strive to expedite our solutions to minimize customer down time. Our factories maintain a large inventory of parts to support the members and dealers.</p> <p>In some cases, we will manage issues through Salesforce using the "Cases" functionality. This system ensures all our teams, sales, service, production, and engineering, at the factory are aware of the issue and gives them the opportunity to assist in the solution. Once the case is completed the customer is notified. The cases are tracked and managed using multiple metrics, including age, status, next actions, and root cause. Everything is structured so we can take care of issues quickly and that we have a feedback tool to help us improve our products and processes from any issue that comes in.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We will be able to fully serve the US through our large dealer network and factories. We are geographically diverse to cover the snow-belt areas in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have a good market share in Canada and we will be able to fully serve the Canoe members in Canada through our large, geographically diverse dealer network and factories in Canada. We know the Canoe Capital Purchasing Programs are being well supported by the Canoe team and we look forward to working with them in a greater capacity if awarded to grow the purchasing in Canada through their Purchasing Program.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas, including the very remote areas, of the United States and Canada.	*
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?	We will fully service all Sourcewell participating entity sectors. We have nothing limiting our participation in the Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We currently serve these areas and do not have any specific contract requirements or restrictions that would apply to the areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<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>Alamo Group developed the Snow and Ice Group through numerous acquisitions. We have recognized over the years we can be a better partner with the members by leveraging the expertise, product development and innovation, and product safety standards across our compelling brands. We recognize our brands may share members and we want them to know by working with us they can find the exact product to meet their requirements.</p> <p>Brands are important to members, and we intend to highlight the brands the members have come to trust with Sourcewell landing pages, if awarded, to make it easier for the member to find their brand. Everest Equipment Co., Henke Manufacturing LLC, RPM Tech, Tenco Inc., and Wausau Equipment Company LLC pages will provide the member with the brand information but also allow them to know other brands are available by the Group to meet their specific requirements.</p> <p>Success with our previous Sourcewell awards has partly been due to the visibility of the Sourcewell Awarded Contract Vendor logo and contract number which we have placed on our signature blocks, webpages, social media posts, marketing materials, advertisements, newsletters, banners displayed at trade shows, and banners displayed at dealer locations. We have developed airport equipment specific webpages and literature pieces for this exclusive, specialized equipment category. Each brand will continue these efforts if awarded and find other ways to keep the contract in front of the members. (Refer to attachments of samples of marketing materials)</p> <p>As the opportunities arise, we will continue to attend trade shows and highlight the contract within the booth and on the equipment. We will select our spot within the Sourcewell pavilion at every opportunity.</p> <p>Training is another way we have achieved success with our previous awards, and we will continue to train and educate our dealers and the members on the features and benefits of the contract. We will train on leading with the Sourcewell contract. We will continue to encourage our dealers and factory representatives to attend the Sourcewell University and Sales Accelerator courses as they are offered in their areas.</p> <p>We will continue to use email to stay in front of members and prospects with new product announcements, videos, literature, trade show notices, sales initiatives, and product bulletins to name a few.</p> <p>We will continue to share Sourcewell initiated social media posts to get the message out to a broad base of members and prospects.</p> <p>Our Sourcewell Contract Manager will continue to be a big part of our success as we look to them to assist in answering questions from the members and our team.</p>
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We have a regular presence through our dealers and factory marketing teams on LinkedIn, Facebook, YouTube, Twitter, and Instagram. We have used these platforms to promote previous Sourcewell awards. We have published videos, polls and surveys, and customer success stories. We have dedicated pages explaining the value and advantages of Cooperative Purchasing through the Sourcewell contract with links to Sourcewell's pages.</p> <p>We use Google Analytics to analyze how users are finding our websites and how they behave once on the website. We are optimizing our content for search engines in order to achieve top results for searches by publishing high-quality content on a regular basis. We focus on keywords in our content based on our analysis. We update our content and images often which are optimized via SEO naming.</p> <p>We promote our products and services through advertisements in print and on our social media platforms. We have been successful at increasing the awareness of our brands and have increased inbound traffic. We advertise in the Municipal magazine (online and print) in support of Sourcewell being the only cooperative contract they promote across the US. www.themunicipal.com. We target customers on various snow removal and public works related sites such as www.betterroads.com with text, image or video banners.</p> <p>We are remarket targeting customers who have visited our sites based on cookie technology and presenting ads via Google AdWords on other websites.</p>

38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We believe the most success will come from the teams at Sourcwell and Alamo Group working together to promote our partnership and to service the needs of the members, establishing new members, and establishing participating addendums. Our experiences with our previous Sourcwell awards indicate the Sourcwell marketing strategies work well. We will expect Sourcwell to continue to attend trade shows and offer trainings throughout the US, provide us with legal acceptance issues, information on participating addendums within our category, and continued access to your contract management team.</p> <p>We hope Sourcwell will continue to provide the membership lists for North America and marketing brochures we can integrate in with our packages to ensure the right message is clearly getting out.</p> <p>We are committed to leading with the Sourcwell contract, training, and educating our teams and the members and prospective members. We will continue to encourage our teams to discuss all the opportunities for providing products and services under a single contract umbrella.</p> <p>We expect Canoe to provide the same type of support in Canada as they grow their footprint, and we are committed to working with them to expand the Capital Purchasing Program across the provinces.</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.	The variability, customization, and specialized nature of the configurations our products can be built to does not allow the utilization of an e-procurement ordering process at this time. If awarded, we will participate in the Buy Sourcwell platform at the level which makes the most sense for our product offerings.	*

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.	<p>Part of the delivery and start-up of our equipment includes product, equipment maintenance, seasonal set-up and breakdown, and operator training which is provided as a standard part of the sale of our equipment which is conducted by a factory and/or dealer representative. Most of our equipment has a training program tailored to that specific piece of equipment with the exact training requirements depending on the type of equipment and the technical expertise required for its safe and proper operation. We offer the training at the time of delivery and start-up and as a follow-up refresher or when new personnel have taken over the equipment. The member receives parts and service manuals as applicable for each piece of equipment at no additional charge.</p> <p>More in-depth training is available when requested by the member. Typically, the request is to go deeper into the features and benefits of the equipment, recommended preventative maintenance, safety practices, and in general how to get the most out of the members investment. This training will typically also include what spare parts and wear items should be on hand to cover the normal maintenance routine and to keep the equipment running well. Who instructs the training depends on what will be covered. Our dealers and factory teams are well versed in training on the equipment. Joe Vietri is our dedicated trainer who will also be brought in at various levels of requested training especially if it includes certifying a technician on the product. The typical one-day course will be approximately \$2,400 and a broader scope 2-day training will be approximately \$3,800. Pricing is based on the customized training being requested and would be quoted as an open-source line item. (Refer to attached syllabus for a few training course options)</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>Alamo Group is known for being innovative and evolving their products with unique and one-of-a-kind features which provides the members with functionality and performance they have stated they need. Our Snow and Ice Group leverages technological advances to provide the members with the best solutions to meet their requirements.</p> <p>Everest Equipment Co. – To ensure product designs are relative in today's requirements and to perform finite element analysis (FEA) to provide the strongest designs at the lowest possible weights we use the design software, Inventory and RISA. To deter corrosion in finished products in the field, our steel-shot blast booth with reclaiming facilities installed in the floor under the plant gives us the advantage of a high-grade surface for primer and finish paint applications. We have increased product manufacturing quality by utilizing ergonomic workstations and hydraulic product manipulators to decrease technician fatigue. To ensure perfect fit tolerances in component parts our plasma table is completely computer controlled.</p> <p>Henke Manufacturing LLC – Since the 1990's our equipment has been developed using the 3D solid modeling computer design program SolidWorks. This software gives us the ability to run finite element analysis (FEA) to put the best material type into specific locations to ensure the product can stand up to all the stress points it will receive during operation. Our patents provide unique technological advantages to the members throughout the product line.</p> <ol style="list-style-type: none"> 1) Cartridge style V-Box Spreader has an exclusive feature to remove the conveyor cartridge which allows for a higher level of safety and ease to service or replace. 2) Postless Patrol Wing (PPW) affords the member a better plowing performance due to the unique non-trailing design. 3) Hi-Gate (Snow gate) creates a safer driving condition and gives the member the ability to provide higher service levels to their customers while transporting snow across driveways and intersections. 4) Mechanical Float Parallel-Lift (True Float Parallel Lift) 5) Spring Sharer design utilizes spring-sharing technology that allows the force generated by one torsion spring to be used by two separate sections of a 2-section trip-edge plow. <p>Tenco Inc. – Our Wide Wing System (WWS) provides multi-lane snow and ice clearing, up to 27 feet in one pass, in a very safe manner.</p> <ol style="list-style-type: none"> 1) Truck and mounted equipment turnkey WWS solution provides a seamless, trouble-free integration which requires only a standard commercial drivers license. 2) System components controlled and maneuvered using joystick technology simplifying the driver's task and allowing the driver to focus all attention on the road. 3) Pre-wets and spreads deicer and abrasive materials. We have been able to take advantage and provide certain new features since RPM Tech transitioned to the Tier 4 stage 5 engines. Listed are the features supporting the members focus on a safe and secure working environment. 4) Fail safe sensors 5) Override system program 6) Engine code readers 7) Rotational nozzle systems to increase visibility while operating the unit <p>Wausau Equipment Company LLC – Our technological advances include</p> <ol style="list-style-type: none"> 1) Hydro-mechanical drive for snow blowers allows the snow blower to be hydraulically reversed for a comfort and safety bonus to the driver.
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>Alamo Group has a 2030 target to reduce its greenhouse gas emissions by 50% as compared to its 2019 base year. This target covers Scope 1 & 2 emissions as defined in The Greenhouse Gas (GHG) Protocol Corporate Accounting and Reporting Standards published by the World Business Council for Sustainable Development and World Resources Institute. (Refer to attached Sustainability Report)</p> <p>Alamo Group's product evolution will continue to seek for ways to offer "green" solutions to the members. Research and development are ongoing in the electrification of certain products. Our factories strictly adhere to the local, state, and federal environmental guidelines, rules, and regulations on the use and disposal of output generated from the factories.</p> <p>Areas we promote include:</p> <ol style="list-style-type: none"> 1) Computerized salting to allow for safer road conditions and minimize the effect on the environment. 2) Belt driven systems to reduce weight and avoid oil spillage resulting from dry components and oil leaks. 3) Recycling of metals, paper, cardboard, used electronic equipment, and fluids. 4) Paint solvent recycler reduces the amount of new solvent needed and reduces the amount of waste being picked up. 5) Automated paint mixing system has sprayers that are electrostatic which reduces paint waste. 6) Utilization of an aerosol puncturing device used to avoid releasing aerosols into the air. 7) Use of energy efficient lighting in our factories and offices.

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.	<p>Alamo Group facilities strive to improve our environmental impact on the Earth. We are committed to:</p> <ol style="list-style-type: none"> 1) Immediately responding to and controlling all spills and releases. 2) Complying with all federal, state, providence, and local environmental permits and regulations as they pertain to each facility. 3) Training our employees on our environmental programs. 4) Empowering our employees to improve their work areas and facilities. 5) Reducing our usage of natural resources, such as, natural gas, coal, water, etc., where possible. 6) Reducing the waste and/or the toxicity of the waste that we generate. 7) Recycling all the waste that we can. <p>(Refer to the attached Environmental Policy and Program)</p>
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.	<p>Alamo Group is publicly traded and therefore must adhere to strict guidelines in remaining fair and equitable in all of our business practices.</p> <p>Alamo Group does not own any company holding one of these certifications. However, we know some of our suppliers and dealers fall into one or more of these categories. The extent of their status can be provided to the member upon their request prior to a purchase order being issued.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Alamo Group knows our greatest strength are our people with a focus on designing and manufacturing high quality products and world class customer service. We are always looking for "a better way" to build better products, provide better service, and increase our value as experts in the industry for the members. We are committed to maintaining the highest ethical standards and to conducting business in a manner consistent with our legal and moral obligations to our customers, suppliers, employees, shareholders and the public. To meet this commitment and to preserve the trust placed in us, we count on our network of suppliers across the globe to uphold our high standards of integrity, values, and operating principles. (Refer to the attached Supplier Code of Conduct)</p> <p>Alamo Group is committed to providing safe working conditions for all of our employees. Our employee's safety and health significantly contribute to the productivity and continued success of our companies. Everyone's personal performance includes the responsibility for the safety of their coworkers as well as themselves. (Refer to the attached Safety Guidelines and Safety Code of Conduct)</p> <p>All Alamo Group companies promote an environment that empowers employees to communicate issues, conduct their work in a safe manner, and protect the health and safety of their co-workers.</p> <ol style="list-style-type: none"> 1) Communicate the importance of Safety to all employees 2) Ensure Safety leadership is present and active on the shop floor 3) Engage and communicate with our employees to develop productive, safe and efficient work procedures and conditions 4) Establish an environment of trust at all levels based on actively caring for everyone 5) Focus our communication and leadership to emphasize the value of safety to the company and to the welfare of the individual employee 6) Strengthen procedures to emphasize safety as a core value rather than a task or a priority 7) Promote safe and efficient work behaviors to improve production, quality and value <p>We can say our Snow and Ice Group brings almost 100 years of ever-changing technology, product requirements, and handed down experience in this category to Alamo Group and the Sourcewell members.</p> <p>A few examples come to mind of our uniqueness over the years.</p> <ol style="list-style-type: none"> 1) When we started offering complete turn-key snow and ice vocational trucks fully equipped, put the key in and go. 2) Our pendant-mount brooms which provide unsurpassed performance and consistent broom pattern during operation. 3) We have our Ulti-Mate "hands-free" plow hitches. 4) Touch screen displays making for a safer user-friendly interface for operator controls. 5) Stowable turret design on our cold air blower allowing unobstructed and safer transport. 6) The highest torque broom heads in the industry. <p>We believe we have the best cradle to grave offering for the members. With Alamo Group's 5 major snow and ice brands we are confident the members can find the solutions they need. We pride ourselves on listening to the member and providing expert guidance to a solution which exceeds members expectations. Our total solution to the members includes our best-in-class dealer network and combined we can support the members parts needs, service and technical needs, refurbishments, upgrades, and operator and maintenance training to help extend the life expectancy of their equipment. Our commitment to maintaining dealer networks means we can provide service to the members "back yard" which allows the members to visit the dealers for parts and service without hours of travel to regional retail facilities that our competitors offer.</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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Alamo Group (USA) is pleased to submit one Limited Warranty policy which covers all products, parts, and labor for our brands in this RFP. In the past each brand had their own policy. We understand the confusion this could cause with the members. We strive to have policies in place which make it easier for the members to conduct their full cycle purchasing process which takes it all the way through to warranty coverage.</p> <p>Our Limited Warranty applies only to the original purchaser (Buyer) of the products. This Limited Warranty applies only to Buyer, but Buyer may transfer product to another approved vehicle application owned by said Buyer during the warranty period.</p> <p>"Product" means the Alamo Snow Group snow & ice removal equipment, as well as service parts and accessories, as described within our limited warranty policy.</p> <p>Alamo Snow Group warrants to Buyer that each Product will be free from factory defects in materials and workmanship under normal use, as determined by Alamo Snow Group Product Support, for the warranty period of 12 months, measured from the date of delivery of the Product from the authorized retailer (Warranty Period).</p> <p>Defects will be determined through photos provided by an authorized dealer, the Buyer, or through physical inspection of returned parts. Alamo Snow Group manufactured Products/Parts are returned freight prepaid upon Return Material Authorization (RMA).</p> <p>Vendor parts subject to evaluation by Alamo Snow Group and/or product vendor, prior to authorization.</p> <p>Paint will be covered by warranty for no more than 12 months, against defects in material and workmanship. Warranty is not valid for any equipment or product delivered with a primer coat only.</p> <p>Any damage(s) incurred on Products/Parts, observed at time of delivery, should be claimed directly to the transport carrier. Alamo Snow Group cannot be held responsible for any damage(s) incurred during transport.</p> <p>(Refer to attached Limited Warranty Statements and Claim Form for complete warranty information and claim submission process.)</p>
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47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Our warranty does not cover damages resulting from misapplication, negligence, use of parts or accessories not approved by Alamo Snow Group, unauthorized alterations, accident, or lack of performance required in identified maintenance, as determined by Alamo Snow Group Product Support. In no event will Alamo Snow Group assume any responsibility for consequential damages of any nature to a vehicle (truck, wheel loader, motor grader, etc.) resulting from defects in material or parts which are not manufactured by Alamo Snow Group companies.</p> <p>There is no warranty for any item that has been altered, or repaired by anyone other than an authorized retailer unless authorized in advance by Alamo Snow Group Product Support, in writing.</p> <p>There is no warranty for any part of the product, which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damage due to lack of maintenance or, use of wrong fuel, oil, or lubricants, or which has served its normal life, as determined by Alamo Snow Group Product Support.</p> <p>There is no warranty for normal wear items such as cutting edges, wear guards, shoes/runners, scarifier teeth, plow guides, tires, etc., and is conditional upon the wear items being properly assembled, adjusted, and operated under normal working conditions, as determined by Alamo Snow Group Product Support.</p> <p>There is no warranty for the polycarbonate moldboard (which is a nonstructural component) for puncture, hazing, abrasion, fading, scratching or chemical damage. The polycarbonate moldboard warranty applies only to breakage during normal operation, as determined by Alamo Snow Group Product Support.</p> <p>There is no warranty for bent, torn, twisted, cracked, or fatigued metal (unless resultant from manufacturing inaccuracies), and any other normal wear items including and without limitation, paint finish, fasteners, bushings, bearings, chain, etc., and nonstandard attachments, or any damage caused by the addition of nonstandard attachments, failure to retighten fasteners, and/or use of aftermarket parts not sold by Alamo Snow Group.</p> <p>There is no warranty for Corrosion, as described below: Corrosion is not warranted beyond its applicable limited warranty period. Corrosion due to external forces or damage caused by stones, salt, gravel, accidents, chemicals, or other forms of impact, industrial fallout or pollution, or previous repair. External surface rust left unrepaired due to neglect of the product. Issues or damage due to contact corrosion due to failure to apply dielectric grease.</p> <p>There is no warranty for damage due to abrasion of wiring harnesses or hydraulic hoses due to improper dealer installation. Improper dealer installation would be the responsibility of the installer. The attachment of Product to or upon a vehicle, including any necessary modification of Product or vehicle, is entirely at Buyer's risk and expense, and compliance with applicable motor vehicle rules and regulations is Buyer's sole responsibility.</p>	
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most warranty repairs are required to be made at an Alamo Group company or Authorized Retailer. In the event this is impractical, preapproved travel time and/or transportation costs may be covered at the discretion of an Alamo Group warranty administrator.	*
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 will provide the proper warranty work support throughout all of the US and Canada. We do not expect to have any gaps in support but if one does happen, we would work with the member and pay the current labor rate for them to make the repair with our factory assistance. If the member cannot make the repair the factory will provide the on-site support required to make the repair.	*
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?	Our Limited Warranty covers vendor parts for a period of 12 months. Alamo Snow Group may direct Buyer to the nearest authorized retailer, or other designated location, during the applicable Warranty Period. If in the unlikely event Alamo Snow Group and its partners are unable to assist buyer with the warranty, Alamo Snow Group will assign or transfer buyer to the manufacturer of the warranty part.	*

51	What are your proposed exchange and return programs and policies?	<p>Typically, we do not offer exchanges or returns due to most of our equipment is built specifically to the requirements of the member. We want the members to be completely satisfied with their order at the time of delivery. We will address any concerns and offer fair and reasonable negotiations for a solution which benefits all parties.</p> <p>Due to certain issues, hydraulic components being returned for evaluation/repair should follow the procedures listed below to improve the condition of the Buyer's component. Following the below mentioned steps will greatly improve the expectations for a smoother return outcome.</p> <ol style="list-style-type: none"> 1.No component should ever be disassembled by the dealer/buyer, or warranty will automatically be voided. 2.Cylinders should contain a reasonable amount of oil to avoid internal rusting or contamination. 3.All hydraulic ports shall be capped with threaded or plastic plugs/caps. 4.Hydraulic components shall be protected from the elements to avoid any further damage, and potential leaking of hydraulic fluid. 5.Single stage cylinders shall be closed, and telescopic cylinders shall be wired from end to trunnion to avoid possible rod exposure during storage and transport. 6.All hydraulic components must be tagged in a fashion that will endure the storage and transportation conditions. This tag must bear the appropriate Alamo Snow Group assigned claim number. 7.If applicable, hydraulic components must be returned with all required custom documentation completed, as well as freight charges, duty, and brokerage fees, etc., prepaid to the Alamo Snow Group company within 30 days of the issuance of the claim number. 	*
52	Describe any service contract options for the items included in your proposal.	All of our brands offer extended warranty coverages and most of our local dealers will offer service contracts to fit a members need. Wausau Equipment Company LLC offers inspection, annual service, and preventative maintenance contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All items offered through an award will be Net 30 days unless negotiated prior to a purchase order being submitted to the local dealer or with the factory. A Certificate of Origin (CO) or Manufacturer Statement of Origin (MSO) will be provided to the member upon receipt of full payment when applicable.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Alamo Group and our dealers provide leasing and financing options through third-party providers when requested. We want to help the member get the best rates, so we always recommend checking with their local financial offices and Sourcwell awarded vendor NCL to insure they are aware of their options and full advantages of all available resources.	*
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.	<p>Our standard transaction documents will be quotation forms, sales order confirmations and invoices. These documents will differ slightly between brands and dealers.</p> <p>Everest requires the completion of the Truck Chassis Data Form. (Refer to attached sample documents)</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>We do not accept P-cards for factory direct order payments on equipment. Some of our dealers may accept P-cards as payment when the purchase order has been placed with them directly. The member will need to confirm if the dealer accepts this form of payment at the initial conversation.</p> <p>We do accept P-cards for part orders placed directly with the factory in most cases. Most of our dealers will accept P-cards to purchase parts. We recommend the member confirm the acceptance of using the card at the initial conversation.</p>	*

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 Sourcwell 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.	<p>Our equipment pricing model is based on a percentage discount off of the manufacturers list price.</p> <p>Our Canadian companies have separate price books in US dollars and in Canadian dollars. Our US companies have one price book in US dollars.</p> <p>Note the American Snow Plow product line is only offered in the US all other lines can be purchased throughout North America.</p> <p>Our after-market parts pricing model is based on a percentage discount off the current Parts list price. Current list price will be provided at the time of the request for quotation. (Refer to attached equipment price books)</p>
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.	<p>Our equipment pricing discounts range from 12% - 30% based on the brand and product being offered.</p> <p>Our parts pricing discount is 1%. (Refer to attached discount sheets)</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>We reserve the right to negotiate additional quantity and volume discounts at the time of the overall sale of the various brands.</p> <p>Henke Manufacturing LLC will offer an additional 3% discount on a single purchase order and single delivery location for 10 or more units.</p> <p>RPM Tech will offer an additional 2% discount for 5-10 units and an additional 3% discount for 11+ units.</p> <p>Tenco inc. will offer an additional 3% discount on a single purchase order and single delivery location for 10 or more units.</p>
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.	<p>Sourced, open market, or nonstandard options that are not listed in our price books will be quoted at the time of the request. Pricing will be calculated as either a percentage off of a list price or cost plus a markup. Pricing will be discussed and agreed to by the member prior to placement of an order. Backup documentation will be provided to the member upon their request.</p> <p>The sourced, open market, or nonstandard options will be quoted as separate line items and noted as such. These line items will be excluded from our Sourcewell fee calculation.</p>
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.	<p>Our pricing model typically does not include the following. Full disclosure of the added charges will be provided during our quoting process, and each will be listed separately on the quote.</p> <ol style="list-style-type: none"> 1) Federal excise tax is collected on any truck mounted unit above 33,000 GVW unless the member provides an exemption certificate. 2) Federally mandated items put into effect after this proposal will be passed along to the member. It will be noted and discussed with the member prior to receipt of a purchase order. 3) The application of an exchange rate may apply when selling in North America. 4) Custom duties may apply when selling in North America. 5) Installation will be added when the member requests we install our unit to their truck, loader, grader, etc. 6) Specifically requested or mandatory training outside of the standard training. 7) Freight will be pre-paid and added to the member's order. 8) Pre-delivery inspections by our local dealers will be a cost which applies to their inspection, test and in- service work conducted prior to a delivery taking place.

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.	<p>Alamo Group has tremendous leveraging power as manufacturers with inbound and outbound freight costs and we will pass all savings onto the members. Freight, delivery, or shipping are prepaid and added on the member's order as a pass-through cost.</p> <p>We have contracted with ground shipment and specific truck and long haul carriers and use the North America's leading provider of live carrier and API connectivity for transportation management which provides us with real-time pickup through delivery intel and instant access to opportunities that drive lower rates. The members will receive our cost. Only minimal handling fees may be added when special packaging is needed.</p> <p>The local dealer may add and charge a fee to the member to transport the equipment from their location to the member's site when applicable. Those fees would be negotiated between the dealer and the member.</p> <p>The member has the option of picking up or hiring a third-party to retrieve the order.</p> <p>Freight is FOB shipping point unless otherwise discussed and noted during the quoting process.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The information supplied in #62 is applicable to Alaska, Hawaii, Canada, or any offshore delivery. Additionally, we have experience shipping to these areas, and we can negotiate the delivery with carriers and pass the shipping rates, brokerage fees, duties, taxes, etc along to the member. We can also provide the documentation to the member if they chose to make the delivery arrangements.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For this proposal we do not have any unique characteristics at this time. However, if a members requirement presents a need to offer something different, we will work with the member to accommodate and offer a solution which works best for both parties.	*

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.	

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.	<p>If awarded, we will begin by each major brand providing their list of sales for the quarter and they will each be responsible for the fee payment on those sales. Our intent in the future is to provide one combined report and one payment.</p> <p>All quotes are reviewed by the respective factory representative, even when our dealers are taking the lead with the member. This allows us to know each time the contract is being used as the source for pricing and terms and conditions.</p> <p>Our dealers, distributors, and factory representatives will adhere to the following as our self-audit process:</p> <ul style="list-style-type: none"> a) The membership number is included on all documents. b) The contract number is included on all documents. c) The members purchase order is turned in by the dealer when it is made out to the dealer. d) The dealer turns in their invoice to the member to receive their commission payment. e) The Sourcewell pricing will be clearly noted on separate Sourcewell contract price books or pages. f) Required training of the proposal and the Sourcewell General Terms and Conditions will be provided to our factory and dealer teams to ensure compliance. g) Our purchase orders received are again thoroughly reviewed in our Sales Order Review meetings. h) Order entry will input the member and contract numbers into the order system for reporting purposes. i) Commissions are forfeited by our factory representative and the dealer if they do not follow our Sourcewell process. <p>Duly note RPM Tech is certified ISO9001:2015, via Tenco Inc, which is controlled by a yearly audit from the ISO bureau and internal personnel to verify our compliance with all administration and accounting duties. The RPM ISO system is now integrated with Tenco Inc's system.</p>
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.	We track our sales through Salesforce. We will continue to track the number of quotes to actual sales under the contract along with year over year revenue totals through the contract.
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.)	<p>Our goal is to remain as competitive with our pricing as we possibly can. We do not pass this administration fee onto the members.</p> <p>We propose a fee of 1% excluding the pricing of prime mover (e.g., the chassis), freight, installation, and open-sourced items.</p>

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>Alamo Group is offering Sourcewell members a wide variety of airport specific equipment with our roll over plows, SnoDozer chassis/blowers, Sno-Go loader mounted blowers, and our additional general purpose models of plows, hitches, ramp gates, scrapers, spreaders, blades, wings and wing systems, baskets, brooms, blowers, deicers, tunnel cleaners, truck bodies, dump bodies and combination dump bodies, and severe duty trucks, loader-mounted snow blowers, sidewalk clearing vehicles, and cold air blowers by our multiple brands in the snow and ice removal category of equipment. We are also offering replacement and service parts.</p> <p>Equipment for Class 5-6 Trucks</p> <ul style="list-style-type: none"> 1) Hydraulically reversible and manually reversible plows <ul style="list-style-type: none"> a) Straight plows: 8ft, 9ft, and 10ft plows b) Funnel plows (aka "One Way" plows): 9ft and 9.5ft plows 2) Hitches <ul style="list-style-type: none"> a) Standard truck hitches with hydraulic lift cylinder and generic truck attachments

- 3) Wings
 - a) 10ft, 11ft, 12ft, and 13ft steel and poly wing plows
 - b) Standard front and rear mount wing systems with hydraulic lift cylinders
- 4) Electric/Hydraulic pumps
 - a) Electrically powered hydraulic pumps for plow and hitch operation
- 5) Bodies
 - Dump Bodies
 - a) Available in carbon steel, AR-steel, or 304 stainless steel
 - b) Available in multiple lengths from 9ft to 10ft
 - c) Available with underbody hoist or telescopic hoist
 - Spreader/Combination Bodies
 - a) Side Discharge Spreader Bodies (Front Side Discharge)
 - 1) Available in carbon steel, AR-steel, or 304 stainless steel
 - 2) Available in multiple lengths from 8.5ft to 10ft
 - 3) Available with underbody hoist or telescopic hoist
 - b) Center Discharge Spreader Bodies (Rear Discharge)
 - 1) Available in carbon steel, AR-steel, or 304 stainless steel
 - 2) Available in multiple lengths from 9ft to 11ft

Equipment for Class 7-8 Trucks

- 1) Hydraulically reversible and manually reversible plows
 - a) Straight plows: 10ft, 11ft, 12ft, 14ft
 - b) Funnel plows (aka "One Way" plows): 10ft, 11ft, 12ft
 - c) Expressway plows: 10ft, 11ft, 12ft
 - d) Folding V-Plows: 11ft, 12ft, 14ft (hydraulic reverse only)
- 2) Rollover Plows
 - a) 12ft rollover plow
- 3) Underbody Scrapers
 - a) Hydraulic reversing 10ft, 11ft, 12ft
 - b) Power swivel (oscillating)
 - c) Fixed Angle
- 4) Airport plows
 - a) Reversible: 16ft, 18ft, 20ft, 22ft, 24ft
 - b) Ramp Buckets: 16ft, 18ft, 20ft, 22ft, 24ft, 30ft
 - c) Rollover Plows
- 5) Wings
 - a) 8ft, 9ft, 10ft, 11ft, 12ft, 21ft wings
 - b) Patrol wings
 - c) Postless patrol wings
 - d) High-benching wings (cable lift and all hydraulic)
 - e) Wide Wing System (21ft wing, only available as part of turn-key truck package)
- 6) V-Box Spreaders
 - a) 10ft, 11ft, 12ft, 13ft, 14ft, 15ft
 - b) A36 steel and stainless steel
 - c) Cartridge style (stainless only) and non-cartridge options
 - d) Pintle chain, single auger, dual-auger options
- 7) Tyler Ice - Deicer Trucks
 - a) AD: Truck mounted deicer units with tank sizes from 500-5000. The most common are the 4000 and 5000 gallon sizes that go on standard tandem axle chassis. Booms are either 50ft, 75ft, or 100ft in length.
 - b) RD: Truck mounted deicer units with tank sizes from 500-5000. The most common are 1000-2000 gallon.
 - c) HD: Truck mounted deicer units with tank sizes from 500-5000. The most common are 1000-2000 gallon. Designed for highways.
- 8) Cold Air Blowers
 - a) AF1: Truck mounted or skid-mounted 21,000 CFM cold-air blower
- 9) Epoke Spreaders
 - a) Igloo
 - b) Sirius AST
 - c) Sirius AST Combi
 - d) Virtus
 - e) EpoMini 5 and 20
 - f) TK and TMK series
- 10) Bodies
 - Dump Bodies
 - a) Crossmember Dump Bodies (KBS and KBT)
 - 1) Available in carbon steel, AR-steel, and 304 stainless steel
 - 2) Available in multiple lengths from 9ft to 15ft
 - b) Crossmemberless Dump Bodies (MS, MR, and MRX)
 - 1) Available in carbon steel, AR-steel, and 304 stainless steel
 - 2) Available in multiple lengths from 9ft to 21ft
 - Spreader/Combination Bodies
 - a) Side Discharge Spreader Bodies (Front Side Discharge)
 - 1) Available in carbon steel, AR-steel, and 304 stainless steel
 - b) Center Discharge Spreader Bodies (Front, Rear, or Dual Discharge)

- 1) Available with Dual Auger or Pintle Chain
- 2) Available in carbon steel, AR-steel, and 304 stainless steel
- c) Elliptical Spreader Bodies (Front, Front w/Cross-Conveyor, Rear, or Dual Discharge)
 - 1) Available with Dual Auger or Pintle Chain
 - 2) Available in carbon steel, AR-steel, and 304 stainless steel
- d) Double-Dump Spreader Bodies (Front Side Discharge)
 - 1) Available in carbon steel, AR-steel, and 304 stainless steel
- 11) Under-Tailgate Spreaders
 - a) Single-auger (9in)
- 12) Hitches
 - a) Multiple hitch configurations
 - b) Generic and truck-specific truck attachments
 - c) 3.0in and 4.0in lift cylinders, both single-acting and double-acting
- 13) Electric/Hydraulic pumps
 - a) Electrically powered hydraulic pumps for plow and hitch operation

SnoDozer Chassis

- 1) Heavy range carrier with 7500 TPH snow blower

Equipment for Graders

- 1) Hydraulically reversible and manually reversible plows
 - a) Straight plows
 - 1) Truck plow for graders: 10ft, 11ft, 12ft, 14ft
 - 2) Grader plow: REL 10ft, 12ft, 14ft, 16ft, 18ft, 20ft
 - b) Funnel plows (aka "One Way" plows: Truck plow for graders): 10ft, 11ft, 12ft
 - c) Expressway plows (Truck plow for graders): 10ft, 11ft, 12ft
 - d) Folding V-Plows
 - 1) FVX (Truck folding V-plow) for Graders: 11ft, 12ft, 14ft
 - 2) Grader FV: 12ft, 14ft, 16ft, 18ft, 20ft (hydraulic reverse only)
 - e) Airport plows
 - 1) Reversible: 16ft, 18ft, 20ft, 22ft, 24ft
 - 2) Ramp Buckets: 16ft, 18ft, 20ft, 22ft, 24ft, 30ft
 - 3) Rollover Plows: 12ft
- 2) Dozer Blades
 - a) Hydraulically reversible
 - 1) SDDB 10ft, 12ft, 14ft, 16ft
 - 2) Henke Helper
 - b) Fixed Position
 - 1) Dozer blades: 8ft, 9ft, 10ft, 12ft
- 3) Snow Wings
 - a) 12ft, 14ft wings
 - b) Postless wings
 - c) 42in benching wings
 - d) 66in benching wings
- 4) V-Plows
 - a) 10ft Fixed V-Plows
 - b) Folding V-Plows: 12ft, 14ft, 16ft, 18ft, 20ft
- 5) Lift Groups
 - a) Parallel Lift Group (Balderson style)
 - b) Scarifier style lift group
 - c) AQC style lift group
- 6) Hi-Gate/Snow Gate
 - a) Driver's side and curb side models available

Equipment for Loaders & Backhoe Loaders

- 1) Hydraulically reversible and manually reversible plows
 - a) Straight plows
 - 1) Truck plow for loaders: 10ft, 11ft, 12ft, 14ft
 - 2) Loader plow: REL 10ft, 12ft, 14ft, 16ft, 18ft, 20ft
 - b) Funnel plows (Truck plow for loaders): 10ft, 11ft, 12ft
 - c) Expressway plows (Truck plow for loaders): 10ft, 11ft, 12ft
 - d) Folding V-Plows
 - 1) FVX (Truck folding V-plow) for Loaders: 11ft, 12ft, 14ft
 - 2) Loader FV: 12ft, 14ft, 16ft, 18ft, 20ft (hydraulic reverse only)
 - e) Airport Specific Plows
 - 1) Reversible: 16ft, 18ft, 20ft, 22ft, 24ft
 - 2) Ramp Buckets: 16ft, 18ft, 20ft, 22ft, 24ft, 30ft
 - 3) Rollover Plows: 12ft
- 2) Dozer Blades
 - a) Hydraulically reversible
 - 1) SDDB 10ft, 12ft, 14ft, 16ft
 - 2) Henke Helper
 - b) Fixed Position
 - 1) Dozer Blades: 8ft, 9ft, 10ft, 12ft
- 3) Plow+Wing Combos

		<ul style="list-style-type: none"> a) 10ft, 12ft wings b) Truck plow for loaders + Postless wing c) REL for loaders + Postless wing d) FVX for loader + Postless wing e) FV for loader + Postless wing <p>4) V-Plows</p> <ul style="list-style-type: none"> a) 10ft Fixed V-Plows b) Folding V-Plows: 12ft, 14ft, 16ft, 18ft, 20ft <p>5) Snow Baskets</p> <ul style="list-style-type: none"> a) 4, 5, 6, 8, 10, and 16 cubic yard snow baskets <p>6) Hi-Gate/Snow Gate</p> <ul style="list-style-type: none"> a) Driver's side and curb side models available <p>7) Snow Blowers</p> <p>Loader Mounted Blowers</p> <ul style="list-style-type: none"> a) Mechanical Drive (RPM Tech) <ul style="list-style-type: none"> 1) 1,300 TPH to 5,400 TPH 2) Auger, Ribbon, and Rotary Fan b) Hydro-Mechanical Drive (SnoGo) <ul style="list-style-type: none"> 1) Pro-Blast 2000H (2000 TPH) 2) Pro-Blast 3000H (3000 TPH) 3) Pro-Blast 4000 (4000 TPH) c) SnoDozer (7500 TPH) <p>8) Talon (material handling bucket)</p> <ul style="list-style-type: none"> a) 2 and 4 cubic yard capacities <p>Complete Truck Packages</p> <p>1) Single Axle</p> <ul style="list-style-type: none"> a) Chassis b) Dump body c) Hydraulic system d) Hitch, plow, wing, spreader, scraper, cold air blower, etc. <p>2) Tandem Axle</p> <ul style="list-style-type: none"> a) Chassis b) Dump body c) Hydraulic system d) Hitch, plow, wing, spreader, scraper, cold air blower, etc <p>3) Tri-Axle (Wide Wing System)</p> <ul style="list-style-type: none"> a) Chassis b) Dump body c) Hydraulic system d) Hitch, plow, spreader e) Wide wing system (21ft wing: 16.3ft clearing path) f) 27ft clearing path with plow and wing <p>Miscellaneous</p> <p>1) Cameleon</p> <ul style="list-style-type: none"> a) Tracked sidewalk tractor <p>(Refer to attached literature for product representation)</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Subcategories being offered by Alamo Group (USA)</p> <ul style="list-style-type: none"> a) Class 5-6 Trucks b) Class 7-8 Trucks c) SnoDozer Chassis d) Graders e) Loaders f) Complete Truck Packages g) Tracked Sidewalk Tractors h) After-market Parts i) Operator, Repair, Maintenance Training Courses

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	We are offering side-walk tractors in this category as well.
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input 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	N/A

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
		We are not requesting any exceptions or proposed modifications.

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](#) - Table 11 Pricing Documents.zip - Wednesday November 09, 2022 10:17:05
- [Financial Strength and Stability](#) - Table 2 Company Information and Financial Strength.zip - Monday October 31, 2022 14:54:50
- [Marketing Plan/Samples](#) - Table 7 Marketing Plan Attachments.zip - Tuesday November 01, 2022 10:21:44
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 9 Warranty Documents.zip - Tuesday November 08, 2022 11:46:23
- [Standard Transaction Document Samples](#) - Table 10 Line 55 Standard Documents Attachments.zip - Tuesday November 01, 2022 10:09:24
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 08, 2022 12:03:59

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. - Robert Madison, Director of Product Management & Marketing, Alamo Group (USA)

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
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 111522-AGI**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Alamo Group (USA) Inc** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Airport Runway Equipment with Related Supplies and Services, effective February 27, 2023, through February 3, 2027 (Contract).

Due to the restructuring of its companies and brands, Henke Manufacturing LLC is being dissolved, with products and manufacturing moving to Wausau Equipment Company LLC. Tenco Industries will handle US installation and truck fit-up and will be a remit to for the state of New York.

Questions 2 and 4 of the Proposal, are deleted in their entirety and replaced with:

Line 2

The Snow Group within the Industrial Equipment Division included in this proposal are:

- Everest Equipment Co. – Tax ID #123010837RC0002
- Tenco Inc. – Tax ID #851851105
- Tenco Industries – Tax ID #45-3446491
- Wausau Equipment Company LLC – Tax ID #39-1308715

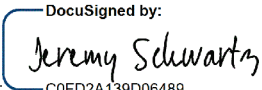
Line 4

The CAGE codes are as follows:

- Alamo Group (USA) Inc – 439J0
- Everest Equipment Co. – N/A
- Tenco Inc. – 7YHT3 Tenco Industries – N/A
- Wausau Equipment Company LLC – 62934

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:

 By: _____
C0FD2A139D06489...
 Jeremy Schwartz, Director of Operations/CPO

Date: 10/30/2023 | 6:40 PM CDT

Approved:

DocuSigned by:

 By: _____
48BAF71B0894454...
 Chad Coquette, Executive Director/CEO

Date: 10/30/2023 | 7:04 PM CDT

Alamo Group (USA) Inc

DocuSigned by:

 By: _____
FF01D3265BCD495...
 Robert Madison

Title: Director of Marketing

Date: 10/30/2023 | 5:07 PM CDT