

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., d/b/a Aebi Schmidt North America and M-B Companies, 201 MB Lane, Chilton, WI 53014 (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 Roadway Maintenance Equipment 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 October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. 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, 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 Agreement 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, stored, used, 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. 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-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 not 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 an 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**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

ASH North America, Inc.  
dba Aebi Schmidt North America, and  
dba M-B Companies

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/12/2021 | 8:14 AM CDT

DocuSigned by:  
*Steffen Schewerda*  
By: EEA41C97ACAA48F...  
Steffen Schewerda  
Title: CEO  
Date: 10/12/2021 | 12:59 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 10/12/2021 | 1:25 PM CDT

DocuSigned by:  
*Sarah Blashe*  
By: 13E4347365294F6...  
Sarah Blashe  
Title: CFO  
Date: 10/12/2021 | 1:22 PM CDT

# RFP 080521 - Roadway Maintenance Equipment

---

## Vendor Details

Company Name: Aebi Schmidt North America  
Does your company conduct business under any other name? If yes, please state: Meyer Products, Swenson Spreaders, MB Companies  
Address: 1615 Wisconsin Ave  
New Holstein, Wisconsin 53061  
Contact: Jason Bartuseck  
Email: jason.bartuseck@aebi-schmidt.com  
Phone: 330-904-4720  
HST#:

## Submission Details

Created On: Thursday June 17, 2021 11:25:20  
Submitted On: Thursday August 05, 2021 14:03:23  
Submitted By: Jason Bartuseck  
Email: jason.bartuseck@aebi-schmidt.com  
Transaction #: e687ea2f-dc05-439f-9f82-c9ec57ce5233  
Submitter's IP Address: 162.154.155.67

---

## Specifications

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

**General Instructions** (applies to all Tables) Sourcwell 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")	ASH North America, Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ASH North America, Inc. Assumed name - Aebi Schmidt North America d/b/a - M-B Companies Inc.
4	Proposer Physical Address:	201 MB Lane Chilton, WI 53014
5	Proposer website address (or addresses):	www.m-bco.com www.aebi-schmidt.com
6	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):	Steffen Schewerda, CEO Aebi Schmidt North America steffen.schewerda@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1062
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck, Strategic Sales and Marketing Manager North America jason.bartuseck@aebi-schmidt.com 18513 Euclid Ave Cleveland, OH 44112 330-904-4720
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Elizabeth Fry, Inside Sales Manager, M-B Companies, Inc - Pavement Division elizabeth.fry@aebi-schmidt.com 95 Blessing Dr. Muncy, PA 17756 570-599-1217  Josh Abler, Inside Sales Manager, M-B Companies - Attachments Division josh.abler@aebi-schmidt.com 1615 Wisconsin Ave New Holstein, WI 53061 800-558-5800

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

Line Item	Question	Response *
9	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>Company History</p> <p>In 2015, the Aebi Schmidt Group, headquartered in Zurich, Switzerland purchased Swenson Products and Meyer Products. In 2018, the group purchased M-B Companies, Inc. which has 4 divisions (Airport Maintenance, Attachments, Brushes and Pavement Striping) including 4 manufacturing plants.</p> <p>The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. The mission is "to improve the performance of our customers by providing total solutions that enable a safe and economical clearing."</p> <p>In 2019, Aebi Schmidt North America created a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, Aebi Schmidt Group added to the North America portfolio by acquiring, Equipments Lourds Papineau, Inc (ELP), a manufacturing company that produces snow and ice removal equipment in Quebec, Canada.</p> <p>Aebi Schmidt has become the worldwide industry leader by consistently improving its technology to deliver superior value to its customers. The group has operations in 13 countries in Europe, and now, with the recent acquisitions has 7 manufacturing facilities and sales organizations in North America.</p> <p>M-B Companies, Inc. From clearing snow to painting lines for roads, M-B Companies Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more.</p> <p>The origin of M-B Companies Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin building agricultural</p>

		<p>implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint strippers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922.</p> <p>Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974 of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated into a new facility located in Muncy, PA and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. Today, M-B Companies, Inc., is undergoing a large plant expansion project to more than double the size of the Chilton manufacturing plant.</p> <p>Core Values</p> <p>Result Oriented: Contribution and added value to the Aebi Schmidt Group performance by recognizing and realizing business opportunities, aiming for the best result, focusing on the outcome of actions and maximizing profitability</p> <p>Innovation: We break new grounds by thinking outside of the box, try the untried, strive for sustainable solutions, and encourage continuous improvements</p> <p>Integrity: We strive for long term relationships by keeping promises and being trustworthy, being open and honest, being reliable and taking responsibility and acting ethically and tolerant with respect for others.</p> <p>Passion: We are part of a winning team by inspiring others, being proud of what we do, maintaining a positive attitude and challenging our limits.</p> <p>Customer Focused: by improving the performance of the customer by thinking about solutions, achieving excellent results, building strong partnerships and focusing on the needs of the customer.</p> <p>Collaboration: striving for one common goal by working in a global network, utilizing the skills of others, taking risks and learning from mistakes and benefiting from other cultures.</p> <p>Sustainability Program</p> <p>Sustainability doesn't just happen by itself. It comes from how we think and act. And ultimately, from how consistent we are about it. As a company, it is our responsibility to invest in progress and in the future. But that also applies to our customers; everything we develop and produce also needs their commitment when put into practice.</p> <p>Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful in the long term.</p> <p>Our economic, social, and environmental targets are being implemented along the entire value chain.</p> <p>We care about protecting the environment and use resources sparingly. As an industry-leading employer we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in a valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines.</p> <p>Code of Conduct</p> <p>The Code of Conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti-corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed.</p> <p>Core values can be found on page 8 of our annual report attached in the documents section.</p> <p>Sustainability information can be found on pages 12-13 and pages 45-47 of our annual report attached in the documents section.</p> <p>Code of Conduct policies for employees and business partners are attached in the documents section as well</p>
10	What are your company's expectations in the event of an award?	We intend to use the Sourcewell contract to enhance our efforts to bring the latest technology and best products to the broadest range of customers throughout the U.S. and Canada, and enable Sourcewell members to acquire that technology more efficiently and economically than using the time consuming traditional bid process.
11	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>Aebi Schmidt North America does not publish independent financial information. Attached is the Aebi Schmidt Group - 2020 Annual Report in the document upload section. The Aebi Schmidt Group at a glance financials for 2020 and 2019 can be found on page 1 of the annual report.</p> <p>Overall, the organization is financially healthy post Covid-19 and will continue growing and will be looking to increase the size of our North American organization in the years to come. This is evident with the recent acquisition of ELP in the Canadian market and the facility expansion project in Wisconsin that is the new Aebi Schmidt North America corporate headquarters.</p>
12	What is your US market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 15-20% in the U.S.
13	What is your Canadian market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 5-10% in Canada.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Aebi Schmidt nor M-B Companies has not petitioned for bankruptcy protection

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aebi Schmidt North America is best described as a manufacturer (OEM) and services provider. Our sales team members are employees that work directly for our organization. That same for our service team members. We sell both directly to end users of equipment and to dealers for their distribution of our machines as well. All dealers are third party companies and independent from the Aebi Schmidt Group, but some have been dealers with our brands for over 20 years. Our sales organization works closely with the dealer network to ensure they are providing the best service to the end user.
16	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.	Our industry does not require specific licenses or certifications to do business. We do hold certificates of good standing with states that require them. Our M-B Companies also hold ISO 9001 certifications (certificate in documents section)
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No business entity part of the Aebi Schmidt group including M-B Companies has been suspended or had a debarment.

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

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Two brands under our North America umbrella, Swenson Spreaders and Meyer Products, have been recognized as MVP members by the NTEA organization. This designation recognizes companies for outstanding business practices and successful implementation of quality standards. These are the same business practices that all of our brands perform on a daily basis.
19	What percentage of your sales are to the governmental sector in the past three years	Government sales accounts for approximately 85% of the overall sales the past 3 years for M-B Companies Inc.
20	What percentage of your sales are to the education sector in the past three years	Less than 5% of total sales would be in the education sector the past three years
21	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?	HGAC - Street Maintenance Contract for M-B Companies Inc. Average \$912,000 sales per year from the contract.  M-B Companies also has Pavement Marking machines on contract currently with the state of North Carolina. The average sales volume per year with that contract is approx. \$800,000  Current state contracts with M-B Companies Brooms: Minnesota, Maine, Ohio, Kentucky, Illinois, Nevada, New Mexico, and Virginia. M-B average sales volume per year is approx. \$100,000 per state.
22	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?	Our organization does not hold any GSA, or Standing offer and Supply Arrangements at this time.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Hopkinsville, KY	Dave Herndon	270-890-0600
Indiana Department of Transportation	Kelly Land	317-234-1970
Kansas Department of Transportation	Tim Cunningham	785-296-3853
Missouri Department of Transportation	John Hayden	573-690-9405
Illinois Department of Transportation	Mike Jorgenson	630-399-0621

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

**Line Item 24.** 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 *
Colorado Department of Transportation	Government	Colorado - CO	Mercury Trailer, Airless Paint Stripers and Pressure Pot Stripers	approx. \$1,000,000 per order - 3 orders	\$3,209,947
Kansas Department of Transportation	Government	Kansas - KS	4 Airless Paint Stripers	2 separate transactions of approx. \$735,000 each	\$1,470,548
North Carolina Department of Transportation	Government	North Carolina - NC	3 Pressure pot stripers	1 transaction for \$802,134	\$802,134
South Carolina Department of Transportation	Government	North Carolina - NC	3 Pressure pot stripers	1 transaction for \$795,169	\$795,169
Illinois Department of Transportation	Government	Illinois - IL	3 Pumper Stripers and various broom attachments	3 large transactions approx. \$318,000 each Multiple smaller \$12,000 transactions	\$1,231,000

**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 *
25	Sales force.	Aebi Schmidt North America has a large cross functional sales team consisting of 18 outside sales people. Of those 18 outside sales people we have 5 sales people who are active specialists with the products supplied in the response. We have two sales specialists located in Canada and three in the United States. We also have a full staff of inside sales people (6) that support the new sales, after sales and order intake process. Three of those people specialize in parts and after sales of the equipment. All of our people involved in the sales of our pavement marking and attachment equipment are factory trained and knowledgeable about the products offered.
26	Dealer network or other distribution methods.	Aebi Schmidt North America has a vast dealer market across our brands. Our attachments business segment that manufactures brooms has over 100 dealers across North America. Our pavement marking machines are all sold direct to the end user. At times, we do also partner with chassis manufacturers as a local partner for the end user, when it comes to the pavement marking machines, but most scenarios our organization will deal directly with the purchaser of this equipment. The equipment is very customized based on the preferences and needs of the users and we feel it is best to have factory trained employees working directly with the end users.  List of all attachment dealers included in the document section.
27	Service force.	Our field service team consists of 14 individuals that respond in person to customer problems and perform service. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada.  We also have internal service support people who take service calls and support end users and dealers along with helping to order additional parts when necessary.  Our brooms are serviced directly by local dealers (over 100 in North America) with factory support as a secondary resource.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Aebi Schmidt North America - M-B Companies organization would handle the entire order process for pavement marking units. M-B will provide the quote, accept a P.O., manufacture and upfit the equipment, deliver the product, and accept final payment. For the attachments broom products, M-B Companies will work with local dealers who will place the order with our team and they will deliver the units to the customer. These dealers are considered authorized retailers who will be trained and instructed how to price and process a request from a Sourcewell member.

29	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>Orders are entered within 24 hours of receipt. Stock items can ship as soon as same day when available. Most equipment is built to purpose and customer specifications and will have a lead time of a minimum of 30 days. Most truck mounted strippers will have a lead time of a minimum of 60 days to 360 days ARO. The delay in delivery is based on the chassis delivery times which can vary greatly depending on economic situations impacting chassis manufacturers. Our commitment to our customers is to keep them informed of the progress of their order and to provide updates when applicable.</p> <p>We have a multiple levels of service for our equipment. First level for broom products is the dealer where the broom was purchased. First level for pavement marking machines is the factory. The dealers all have service and parts capabilities, have been factory trained and are reachable during normal business hours. We have an internal staff of customer service personnel that field calls for service and troubleshoot via phone and virtual meetings. We have 6 people dedicated to that process. We can also be reached via Social Media and via our Websites 24 hours a day. The regional sales team members all can be reached on their mobile devices 24 hours a day. The next step is our field service personnel of which there are 11 of them (2 in Canada, 1 in Alaska, 8 in lower 48 United States) that can be dispatched to the customer to trouble shoot problems.</p> <p>We understand that our equipment often is mission critical and want to provide 24 hour / 7 day support.</p> <p>We also have an internal documenting process within our CRM where we log customer inquiries and product issues. Once a inquiry is logged into the system the customer receives and email and our quality team is notified as well. We track the progress of all of these "cases" in our system to ensure that our customers are receiving the proper support. Customers are updated as progress changes on their "case" by automated updates. We also use the information from these cases to improve internal processes, customer turn around times, customer satisfaction, track warranty claims, and identify potential defects of parts or manufacturing. All of which is reviewed on a monthly basis.</p> <p>Customer focus is a core value in the Aebi Schmidt group and we are dedicated to ensuring that happens.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so the customers can avoid the cumbersome bid process. Aebi Schmidt North America has 18 in field sales people across our business channels along with 11 technicians that promote the Aebi Schmidt North America brands products and services.</p> <p>We believe in Sourcewell and have the ability and desire to provide our products to all participating entities.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so that customers can avoid the cumbersome bid process.</p> <p>We believe in Sourcewell and have the ability and desire to provide our products to all participating entities. We also are aware that not as many Canadian entities are actively using Sourcewell as a purchasing vehicle, but will continue to talk about the contract and offer it during every conversation. Our organization has 5 in field sales people across Canada (2 are product specialists) along with 2 technicians that will be promoting all Aebi Schmidt North America products and services.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Aebi Schmidt North America can service all of the United States and Canada through the proposed contract.
33	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?	Aebi Schmidt has no limiting factors that will prohibit us from fully serving all entity sectors.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Aebi Schmidt North America has no restrictions that would apply.

**Table 7: Marketing Plan**

Line Item	Question	Response *
-----------	----------	------------



35	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>Once awarded we will schedule a sales meeting to train our entire inside and outside sales team on the specifics of the Sourcewell contract including pricing, procedures, etc. The sales team will be given the tools to effectively communicate the award to all dealers throughout the U.S. and Canada to ensure the success of the contract.</p> <p>After the sales meeting we will maintain communications with sales team to reinforce the information shared at the sales meeting.</p> <p>We will schedule sales call with the identified top 200 municipalities from our CRM system to inform them of the Sourcewell contract and explain its benefits if they are not Sourcewell members.</p> <p>Leveraging our current marketing strategy, we plan to support the Sourcewell award through an aggressive multi-platform approach utilizing digital and traditional (trade journal advertising, PR, in-dealership merchandising and tradeshow) initiatives.</p> <p>Digital Strategy</p> <p>Website</p> <ul style="list-style-type: none"> <li>- Add content to our branded websites reflecting the award, adding the Sourcewell logo in high-traffic locations.</li> <li>- Create Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers</li> <li>- Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information</li> <li>- Optimize our websites with key words and updated metadata as needed to increase our search response for Sourcewell</li> <li>- Blog announcing award on the Aebi Schmidt Group corporate blog (<a href="https://blog-en.aebi-schmidt.com/">https://blog-en.aebi-schmidt.com/</a>)</li> </ul> <p>Email marketing</p> <p>Executive email campaign for all municipality/government sales contacts in CRM</p> <ul style="list-style-type: none"> <li>- Series of emails to inform and promote the Sourcewell contract to customers and prospects</li> <li>- Email drip campaign for visitors providing contact information on website landing page/data capture form</li> <li>- Emails highlighting distributor information and products performing well on contract</li> <li>- Add Sourcewell logo on pre &amp; post trade show email campaigns</li> </ul> <p>Social</p> <ul style="list-style-type: none"> <li>- Celebrate and promote Sourcewell award through organic and paid posts on social media channels: Facebook, LinkedIn, Instagram</li> <li>- Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands.</li> </ul> <p>Traditional Strategy</p> <p>Trade Journal Advertising / Literature</p> <ul style="list-style-type: none"> <li>- Use of Sourcewell logo in trade magazine advertisements</li> <li>- Update literature to include the Sourcewell logo</li> </ul> <p>Public Relations</p> <ul style="list-style-type: none"> <li>- Press release and media relations follow-up announcing the award</li> <li>- Blog post with award announcement on Aebi Schmidt website (see website tactics)</li> <li>- Additional blog posts with "how to" and "best practice" information regarding the contract</li> </ul> <p>Trade Shows</p> <ul style="list-style-type: none"> <li>- Include Sourcewell logo on signage at tradeshow</li> <li>- Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo</li> </ul> <p>We will also ask to work with our Sourcewell representative to schedule training sessions with our sales team. We want to partner closely with Sourcewell to promote the program across our network.</p> <p>Attached in the document section will be an examples of literature with the Sourcewell logo.</p> <p><a href="https://www.m-bco.com/">https://www.m-bco.com/</a>  <a href="https://www.aebi-schmidt.com/en/">https://www.aebi-schmidt.com/en/</a>  <a href="https://www.aebi-schmidt.com/en/products-solutions/products/?brand=mb">https://www.aebi-schmidt.com/en/products-solutions/products/?brand=mb</a></p>
----	--	--

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Aebi Schmidt North America is supported with strong digital marketing strategies executed through our website, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies. Key strategies and initiatives are detailed below.</p> <p>Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. We believe that offering value-added content geared to educating our prospects and customers on relevant topics will help them perform their jobs better and endear them to our brands. The cookie-obtained data we gather via these efforts helps us to understand the needs of our end users, which leads to product innovation and timely marketing. We also intend to use content marketing in support of our dealer network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of our content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action.</p> <p>Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving our performance and ranking on leading search engines by optimizing our site (SEO) for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., we have seen improvements in our organic results. Once awarded, we plan to modify our search engine strategies in support of the Sourcwell award, thereby making it easier for your stakeholders to find the products and services they seek.</p> <p>Digital Display, Search and Banner Advertising -- On a limited basis, we use digital display and search advertising to help create awareness of products and special promotions. We perform in-depth keyword search analytics and develop ad targeting to best reach audience segments at the optimum cost or bid. We also seek web-based affiliations with sites that offer advertising space and are relevant to our end user segments.</p> <p>Social Media -- We leverage our presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. We post organic content regularly and run strategic paid social campaigns with highly targeted segmentation. Our social media channels also represent a means for our customers and prospects to engage with us in two-way dialog. We answer all questions posted on our social channels and we view social media as an extension of our customer service efforts. On our YouTube channel we have many training and product videos for customers to view.</p>
37	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 Sourcwell will continue to build equity in its new brand and we will help it do so. Our intentions would be to leverage your efforts and build upon them by strongly associating our products, brands and dealer networks with the Sourcwell brand.</p> <p>The Sourcwell awarded contract will become a fundamental message within our sales process. Many of our selling aids (PowerPoints, literature, catalogs, etc.) will be flagged with the Sourcwell brand and our sales force and authorized dealer network will be trained to use the Sourcwell contract as a primary selling tool.</p> <p>Our sales team is excited to offer the Sourcwell contract to our customers!</p>
38	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.	<p>The www.m-bco.com website has a customer login area of the portal where a customer is able to place an order and able to order specific parts. The portal generates an email that goes to customer service to enter the order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>On the striper body, we offer operator and mechanic training. Typical startup training is 1 day, but can be extended to meet the customer needs. At startup, the technician goes over the complete truck, pointing out each system to familiarize the operators with the functions. The tech will also oversee the crew loading the material into the unit, train on calibration of the timing system, provide field application training and finally will conduct maintenance and mechanic training. Initial startup training is included with every truck purchase. Additional training can be added and is included in the pricing documents.</p> <p>For our broom products the dealer will offer all the required training necessary at point of sale on these units. Our regional sales people will provide further support at the customers request and can bring in a technical expert to also assist via phone or virtual meet at no additional cost to the customer.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>All truck mounted pieces of equipment are custom which allows customers to add any advanced technology that they wish to included. One specific technological advancements offered is the ability to add a Limtech system.</p> <p>In our broom line, we offer a TKH angle broom that is equipped with hidden motors for a tool-less removal for brush replacement, parallel arms for effortless brush contact and oscillation for irregular surfaces.</p>
41	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>The Aebi Schmidt Group is committed to going "green".</p> <p>The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters.</p> <p>Additional wall insulation = R29 to reduce heating/cooling costs  Additional roof insulation = R43 to reduce heating/cooling costs  Foundation insulation = R7.5 to substantially reduce heat loss through the floor  High efficiency windows in both buildings  Toilets and urinals with low GPF (low consumption per flush)  LED lighting throughout both new spaces (ultra-low energy consumption units)  Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time)  All exterior lighting is LED controlled by a photo eye  VFD air compressors (variable speeds to supply the correct amount of air when required)  State of the art Powder Coat system (the system uses energy only when required to perform a process)  Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement)  Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container)</p> <p>All of our North America factories have LED lighting throughout.  All factories have segregated waste material containers for metal and cardboard scrap to get recycled.  Organizational commitment to reduce paper consumption by 30%  Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric.  In the Netherlands, we produce more than 54% of our electricity requirements.  We have 8 projects in development in our organization for e-vehicles devices and modules.</p> <p>Pictures of our waste containers included in documents section.</p>
42	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>Aebi Schmidt doesn't carry any eco-labels on products offered specifically in this response. We do have products that we offer that are eco rated, such as our electric street sweeper which is carbon neutral. We also will work with chassis manufacturers that provide CNG engine options and have even installed pavement striping equipment on one such unit for a customer a few years back. What we do to increase the life cycle of the equipment is by offering service packages. We will re-chassis the paint equipment from one chassis (truck) onto a new one to reuse the paint equipment for longer life. We also offer refurbishment packages that the customer can have their older machine factory serviced to bring it back to life for a longer life cycle. These are our efforts to be more energy efficient in a field that doesn't currently offer any true way to become eco certified.</p>
43	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>Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent.</p> <p>Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago.</p>
44	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>We offer the option of a Schmidt air dryer. This air dryer has a capacity of 800 CFM which is tops in the industry. This air dryer keeps the glass beads being applied from clumping and keeps the components drier to prevent machine corrosion</p> <p>We bolt down our railing, steps and pump mounts for easy removal so that there is an ease of maintenance. Many competitors will weld them to the trailer.</p> <p>All of the piping of the machine is down through a plumbing process rather than being threaded together. No tools are required for disassembling or reassembling for cleaning or maintenance. There is also no chance of cross threading.</p> <p>The paint striper have a "flush on the fly system". This system keeps the operator in the cab instead of climbing out to change a spray gun tip when it is plugged.</p> <p>Our company is one of the few that offers a team of in field technicians that can come onsite to a customer to repair a problem.</p> <p>We also offer a package of a winterization and/or refurbishment service of the paint machines. This extends the life cycle of the vehicles for the customer.</p> <p>Finally, we offer our customers a one stop shop for most of their needs when it comes to sales and service for all the machines we sell. We have a large sales and service team internally, along with one of the largest dealer networks in North America.</p>

**Table 9A: 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 *
45	Do your warranties cover all products, parts, and labor?	The warranty covers all Aebi Schmidt manufactured products. The chassis is covered by the specific manufacturer's warranty. We will help to work with the chassis manufacturer on your claims to ensure all warranty items are taken care of. Our warranty disclosures are included in the document section.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no usage restrictions or other limitations that adversely affect the coverage. Standard warranties are between 6 months to 1 year depending on the product with no restrictions on usage in that year.  Warranty documents included in document section.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes the warranty coverage would cover the technicians travel, time and other expenses if it is necessary for the technician to be onsite for repairs.
48	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 Sourcwell participating entities in these regions be provided service for warranty repair?	We have no regions in the United States or Canada where we are unable provide a technician to perform repairs. We have technicians that work remotely across the United States including Alaska and two located in Canada.
49	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?	The chassis warranty is covered by the respective manufacturers. We will cover the other parts that are included in the manufacturing of Aebi Schmidt units including all of our asphalt brooms.
50	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) of Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.
51	Describe any service contract options for the items included in your proposal.	All service contracts are tailored to the needs of the customer. They can vary from extended factory warranties to pre or postseason conditioning of the equipment or winterizing for storage. All customers are different and the packages are created to fit the customers needs.

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Aebi Schmidt provides 1 year parts and labor warranty on any labor or part installed by a technician in the field. This is beyond the standard warranty of 1 year on most products. For example, if 6 months into ownership q customer has requested a service contract and some parts need replaced, those parts will have a full year warranty on the parts and labor which is 6 months more than the original 1 year warranty provided at purchase was to last.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Aebi Schmidt North America understands that machines are needed to be in use when jobs are in process. During normal business hours we guarantee that you can be in touch with a live person. We have several layers of contact from the internal sales and service people that are in the office from 8 am est. to 5 pm est., to the field technicians and field sales people that can be reached outside of normal business hours if necessary. All issues will be logged into our CRM system as a case and will be moved along a process until the customer is satisfied. A customer will receive a notification email of a case that has been created and additional emails when the case changes statuses. If it is a trouble shooting item that can be taken care of over the phone the case will be closed, but if it requires an onsite technician or part needing ordered then the case will remain open. On a monthly basis, we will evaluate these cases for redundant repair items to determine defects and also how long cases are open on average. As we build the database we will establish firm KPI's to measure each process. Our current KPI is to have a live person speak with the customer to solve the problem same day and work with the customer to find out what is the best way to help them as quickly as possible.

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

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard terms are net 20 days, but for our Sourcewell customers we extend the payment terms to Net 30 days. We accept payment via wire transfer or check. We can also accept credit cards for parts orders under \$10,000.
55	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section.
56	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.	A pavement striping build sheet will be used to price out the options for the customer in line with the pricing included in this proposal. All the terms and conditions will be included in the formal quote. Once the build of the unit is agreed upon, the customer will then provide a P.O. documenting their intent to purchase the unit. Upon delivery of the machine we will provide all of the service details, warranty information and contact information of team members that will be able to assist in the future.  Build sheet and standard terms and conditions documents are included in the document section.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for orders up to \$10,000 with no additional fees. All truck mounted strippers are more expensive than any credit card or p-card can handle. Most often these type of units are put out to bid and purchased via a P.O. and paid for through a check or wire transfer.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
58	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.	Pricing documents are attached in the documents section.  We are offering our standard list pricing with Sourcewell customers receiving a discount from that price.
59	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.	Sourcewell customers receive 15% discount from list price on MB Attachments whole goods and parts. Sourcewell customers will receive a 5% discount off of list price for MB Pavement machines and parts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	5% discount on two or more identical pavement marking units ordered and delivered together.  5 or more MB Attachment Broom units ordered together receives a 2% discount from Sourcewell pricing.
61	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.	Aebi Schmidt will provide a quote to the customer for special or non standard options.
62	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.	Customers will either supply their own chassis to install pavement equipment on to or we can provide a chassis of the customers choice at cost plus 3% or \$2,000 whichever is greater for Sourcewell members.  Due to the extreme uncertainty of freight cost in the market currently due to the COVID 19 pandemic, freight will be an additional cost and quoted at time of project build or pricing is done.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted striping equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. Customer pick up and drive away is an option as well.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is better than is typically offered on contracts.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	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.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group, will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our dealers and sales people which will be installed into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.
68	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.	Aebi Schmidt North America utilizes the A3 project management process when defining sale targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPI's) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales".  Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPI's for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell
69	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.)	Aebi Schmidt North America proposes to pay Sourcewell a 2% fee on all sales to Sourcewell members

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Road maintenance equipment including pavement marking machines and broom attachments. We manufacture pavement striping equipment ranging from walk behind to truck mounted equipment used to apply paint, thermoplastic, epoxy or MMA materials. Our broom attachments can be mounted on many different types of vehicles ranging from pickup trucks, off road vehicles to larger dump style trucks and skid steer or loaders. Product information and specification sheets are included in the documents section.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Marking Equipment Line striping equipment Asphalt Brooms Road preparation equipment High speed brooms

**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
72	Asphalt recyclers and reclaimers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Large variety of asphalt brooms offered
75	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Large variety of pavement marking equipment offered
76	Other	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered

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

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Roadway Maintenance Equipment Pricing and Specifications.zip - Thursday August 05, 2021 13:59:29
- [Financial Strength and Stability](#) - Financial Strength and Stability - Ability to Service.zip - Wednesday August 04, 2021 14:19:44
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Wednesday August 04, 2021 14:06:31
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE Documents.zip - Wednesday August 04, 2021 14:12:05
- [Warranty Information](#) - Warranty Documents.zip - Wednesday August 04, 2021 14:10:13
- [Standard Transaction Document Samples](#) - Standard Documents.zip - Wednesday August 04, 2021 14:14:20
- [Upload Additional Document](#) - Additional Documents - Sustainability pictures.zip - Wednesday August 04, 2021 14:20:14

**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. - Steffen Schewerda, CEO North America, ASH North America

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

Yes  No

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

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



File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Roadway_Maint_Equipt_RFP_080521</b> Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Roadway_Maint_Equipt_RFP_080521</b> Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Roadway_Maint_Equipt_RFP_080521</b> Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft</b> Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1