

**Solicitation Number: 062222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., dba Aebi Schmidt North America, 201 M-B 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 Snow and Ice Handling Equipment, Supplies, and Accessories 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 August 15, 2026, 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ASH North America, Inc., dba
Aebi Schmidt North America

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 1:04 PM CDT

DocuSigned by:
Steffen Schewerda
By: EEA41C97ACAA48F...
Steffen Schewerda
Title: CEO - North America
Date: 8/15/2022 | 7:32 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/22/2022 | 11:46 AM CDT

DocuSigned by:
Sarah Blashe
By: 13E4347365294F6...
Sarah Blashe
Title: CFO – North America
Date: 8/22/2022 | 10:49 AM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Aebi Schmidt North America

Does your company conduct business under any other name? If yes, please state: Meyer Products, Swenson Spreader LLC, MB Companies Inc, Monroe Truck Equipment Inc, Monroe Towmaster LLC, Aebi Schmidt Canada, LLC

Address: 201 MB Lane
Chilton, Wisconsin 53014

Contact: Jason Bartuseck

Email: jason.bartuseck@aebi-schmidt.com

Phone: 330-904-4720

HST#:

Submission Details

Created On: Thursday May 05, 2022 12:00:08

Submitted On: Wednesday June 22, 2022 10:42:03

Submitted By: Jason Bartuseck

Email: jason.bartuseck@aebi-schmidt.com

Transaction #: 91a586e9-a139-41f3-b94d-660c65438fe8

Submitter's IP Address: 165.225.62.188

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc. is the holding company for all Aebi Schmidt North America businesses
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies, Inc Swenson Spreaders, LLC Meyer Products, LLC Monroe Truck Equipment, Inc Monroe Towmaster, LLC Aebi Schmidt Canada, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	M-B CO Swenson Meyer Monroe or MTE Aebi Schmidt Canada
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Monroe Truck Equipment CAGE - 9U356 M-B Companies Unique Entity Identifier - IDHMAYZXTA6475 M-B Companies CAGE - 66234
5	Proposer Physical Address:	201 M-B Lane Chilton, WI 53014
6	Proposer website address (or addresses):	www.aebi-schmidt.com www.m-bco.com www.swensonproducts.com www.meyerproducts.com www.monroetruck.com www.towmastertruck.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Our organization requires two signatures on all documents. Steffen Schewerda CEO - North America 201 M-B Lane Chilton, WI 53014 steffen.schewerda@aebi-schmidt.com 920-898-1062 Sarah Blashe CFO - North America 201 MB Lane Chilton, WI 53014 sarah.blashe@aebi-schmidt.com 920-898-1062
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck Vice President After Sales - North America 201 M-B Lane Chilton, WI 53014 jason.bartuseck@aebi-schmidt.com 330-904-4720

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Dave Kabat Inside Sales - M-B Companies - Brush Division 1217 E Chestnut St. Chilton, WI 53014 dave.kabat@aebi-schmidt.com 920-898-1063</p> <p>Carissa Lawless Inside Sales - Swenson 127 N. Walnut St. Lindenwood, IL 61049 carissa.lawless@aebi-schmidt.com</p> <p>Seth DeVoe Distributor Sales Manager - Monroe Truck Equipment 1051 West 7th St Monroe, WI 53566 sdevoe@monroetruck.com 608-329-8547</p> <p>Sean Brunger MB Sales Coordinator 201 MB Lane Chilton, WI 53014 sean.brunger@aebi-schmidt.com 216-339-9272</p> <p>Mike Moon Meyer Customer Support 18513 Euclid Ave Cleveland, OH 44112 mike.moon@aebi-schmidt.com 216-486-1313</p>
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883.</p> <p>Group vision for the Aebi Schmidt Group is to be the global leader in intelligent solutions for customers to fulfill their mission of clean and safe infrastructure of demanding areas.</p> <p>Group mission is to improve customers performance with dependable solutions and first class service. To allow our employees to thrive in an environment of team spirit, long-term development and growth mindset.</p> <p>The formation of the company dates back to 1883 in which the Aebi mechanical workshop was founded in Burgdorf, Switzerland. In 1920, Alfred Schmidt Sr. started the Schmidt workshop in St. Blasien, Germany. In 1936, Schmidt launched its first snow plow into the market. Fast forward to 2007, Aebi and Schmidt were brought together under the umbrella of Aebi Schmidt Holding AG. In 2015, the group entered the North America market with the acquisition of Meyer Products, LLC and Swenson Spreader, LLC to start the holding company ASH North America. In 2018, the group added M-B Companies, Inc. to the mix. M-B Companies has four divisions (Brush, Airport, Attachments, Pavement Marking) with four separate manufacturing plants.</p> <p>In 2019, Aebi Schmidt North America formed a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, the group added to the portfolio by acquiring Quebec, Canada-based Equipements Lourds Papineau, Inc (ELP), which manufactures heavy duty snow and ice equipment for use in the harsh Canadian winters.</p> <p>In late 2021, Aebi Schmidt took the next step in growth by acquiring Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck is an industry leading truck equipment manufacturer, upfitter and distributor with over 60 years of expertise.</p> <p>The Aebi Schmidt group has more than \$800 million in annual sales, 14 production facilities across the globe, over 3,000 employees, with a presence in 90 countries throughout the world.</p>

More information about our North American Business units:

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.

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 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.

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 to a new facility located in Muncy, Pennsylvania, 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. In 2021, M-B Companies expanded their facility and opened up the North America Headquarters for the Aebi Schmidt Group.

Swenson Spreaders, LLC

Swenson was established in 1937 in Rockford, Illinois, area as the Cherry Valley Pulverizer Company by Exkil Swenson. Mr. Swenson quickly expanded his product line to include truck-mounted spreaders for agricultural and municipal use. Swenson introduced the first hydraulically operated spreading system in 1962 and the first ground speed regulated spreading mechanism in 1967. These innovations started what has become the ever increasing use of automation in snow and ice control.

Meyer Products, LLC

Meyer's decades of innovation are a history lesson in the evolution of snow plows. Founded in 1926 in Newburgh, New York, the company later moved to Cleveland Ohio, where it's still located today. In its early years, Meyer introduced the first hydraulic lift to the North American market and later invented power angling, which enabled operators to move the plow blade left or right without having to leave the comfort of the cab. Today, Meyer is the first choice of many private truck owners and contractors in the snow and ice industry.

Monroe Truck Equipment

Monroe Truck started in 1958 in Monroe, Wisconsin. Through years of growth and the hard work of employees across the Midwest, we are now one of the largest truck equipment manufacturing and upfitting companies in country - we are working towards many more decades of growth.

Aebi Schmidt Core Values (exhibit attached in document section)

Excellence - we exceed customer expectations to achieve results

Innovation - we break new grounds

Accountability - we take ownership for our actions

Passion - we strive to make a difference

Customer Focus - we build sustainable relationships

Collaboration - we are stronger together as a team

Key Points to Business Philosophy

Sustainability

Sustainability doesn't just happen by itself. It comes from how we think and act

		<p>and ultimately how consistent we are about it. As a company, it is our responsibility to invest in the 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 long term.</p> <p>Our economic, social, and environmental targets are being implemented along the entire value chain. 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 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>Overview</p> <p>Aebi Schmidt North America offers long lasting, time tested brands with product offerings that have depth and breadth in the snow and ice industry. All the products offered along with the core values and business philosophy allow us to be considered the perfect partner for Sourcewell participating entities.</p>	
11	What are your company's expectations in the event of an award?	<p>We intend to offer our Sourcewell contract to all member and non-member entities. It will be our lead contract over any current state contract that we hold. We will promote Sourcewell to encourage non-participating entities to become members. We expect to help customers get the products they want and need rather than what is lowest bid by means of this contract, and allow customers to purchase products that provide them with a lower total cost of ownership rather than the lower acquisition costs which most traditional bids offer.</p> <p>We intend to work with our contract administrator to provide training for our dealer network to help them sell the Sourcewell contract to their customers. We also intend to work into Canada with CANOE and further expand our reach into that market. We will continue to promote the Sourcewell contract on our literature as we have with past contracts and on our websites and in our trade show booths.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Aebi Schmidt does not publish independent financial information as a privately held organization. Attached in the documents section is the 2021 Annual Report. Inside cover to page 5 covers most of the financial details. The numbers in the report are prior to the acquisition of Monroe Truck Equipment. 2021 produced a record high of order entry across our organization and a small growth in sales over 2020.</p> <p>Overall coming out of the Covid pandemic, the Aebi Schmidt Group is in solid financial shape and looking to grow over the upcoming years.</p>	*
13	What is your US market share for the solutions that you are proposing?	Our industry does not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the snow and ice industry we are the largest in the market with around 30-35% market share in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	The industry does not report individually so an exact market share is not feasible. We feel for the solutions we provide in the snow and ice industry we provide about 10-15% of the products in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We would be best described as a manufacturer and service provider. We have outside sales team members that are direct employees of the organization. In some cases, we sell directly to the the end users of the products and in some cases our sales people work with our dealer/distributor network. The dealer network is all third party. We have partnered with select dealers that represent our brands in their local markets. We have strategically chosen those dealers/distributors for specific areas to have the most comprehensive coverage across the United States and Canada. Many of our dealers have been doing business with our organization for over 20 years.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our industry does not require licenses or certifications to do business. We do hold certifications of good standing in states that require them. We also have ISO certifications in many of our manufacturing plants. M-B Companies ISO 9001 certificate is included in the documents section of the response.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No suspensions or debarments have applied ever to an Aebi Schmidt Group organization.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Swenson, Meyer and Monroe Truck Equipment all have NTEA MVP status. This is an award for outstanding business practices and successful implementation of quality standards. Monroe was also awarded 2021 Ford Top 5 award.
20	What percentage of your sales are to the governmental sector in the past three years	85% of our sales have been from the governmental sector the past three years.
21	What percentage of your sales are to the education sector in the past three years	Less than 5% of our sales are from the education sector the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Snow & Ice - 080818-SWE - Swenson Spreader -75k per year Sourcewell Road Maintenance Equipment - 080521-AEB - MB Companies - just awarded Sourcewell Street Sweepers - 093021-AEB - MB Companies - just awarded HGAC SM10-20 Street Maintenance Equipment - M-B Companies - 900k per year South Dakota DOT Contract - Monroe Truck Equipment - 5 million per year Kansas DOT Contract - Monroe Truck Equipment - 5 million per year Nebraska DOT Contract - Monroe Truck Equipment - 5 million per year Illinois DOT Contract - Monroe Truck Equipment - 5 million per year Iowa DOT Contract - Monroe Truck Equipment - 5 million per year Washington State DOT Contract - Monroe Truck Equipment - 350k per year Utah DOT Contract - Monroe Truck Equipment - 650k per year Arizona DOT Contract - Monroe Truck Equipment - 225k per year New Mexico DOT Contract - Monroe Truck Equipment - 125k per year Montana DOT Contract - Monroe Truck Equipment - 250k per year Oklahoma DOT Contract - Monroe Truck Equipment - 750k per year Minnesota DOT Contract - Monroe Towmaster - 1.75 million per year Michigan DOT Contract - Monroe Truck Equipment - 3 million per year Indiana DOT Contract - Monroe Truck Equipment - 4 million per year New Jersey DOT - Monroe Truck Equipment - 1.5 million per year Pennsylvania DOT Contract - Monroe Truck Equipment - 250k per year Ohio DOT Contract - Monroe Truck Equipment - 1 million per year South Carolina DOT Contract - Swenson Spreader - 1 million per year North Carolina DOT Contract - Swenson Spreader - 1.6 million per year Texas DOT Contract - Swenson Spreader - 1.2 million per year Nebraska DOT Contract - Swenson Spreader - 350k per year
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA, or standing offer or supply agreements at this time. We have dealers/distributors that do have these contracts, but none are held by Aebi Schmidt directly.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Illinois Department of Transportation	Clint Faugust	217-206-0185
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
South Dakota Department of Transportation	Tyler Green	605-280-9513
Ohio Department of Transportation	Doug Burke	614-351-2836
Texas Department of Transportation	Kevin Fareri	512-571-4475

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
South Dakota Department of Transportation	Government	South Dakota - SD	Full turnkey snow and ice trucks	5 million	15 million	*
Kansas Department of Transportation	Government	Kansas - KS	Full turnkey snow and ice trucks	5 million	15 million	*
Nebraska Department of Transportation	Government	Nebraska - NE	Full turnkey snow and ice trucks	5 million	15 million	*
Illinois Department of Transportation	Government	Illinois - IL	Full turnkey snow and ice trucks	5 million	15 million	*
Iowa Department of Transportation	Government	Iowa - IA	Full turnkey snow and ice trucks	5 million	15 million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

26	Sales force.	<p>Monroe Truck Equipment There are 5 outside sales people across the United States responsible for the municipal dealer network (approx. 75 dealers), they work with 7 internal sales people who help with the quoting process and customer service.</p> <p>Monroe's Municipal division also has 3 locations that sell directly to customers in Illinois, Wisconsin and Minnesota. There are 8 field sales people in this portion of the organization that work with 9 internal sales people, who provide customer service and work on quotes for customers.</p> <p>Swenson Spreader, LLC Swenson has 2 outside sales people that are responsible for their dealer network (approx. 75 dealers) across the United States. They also have 4 internal sales people that assist with customer services and quoting for their dealers.</p> <p>Meyer Products, LLC Meyer has 5 outside sales people across the United States that are responsible for their dealer network (approx. 120 dealers) and they have 2 internal sales people in customer service that assist their dealers as well.</p> <p>Aebi Schmidt Canada Aebi Schmidt Canada has 4 outside sales people in Canada that sell through our channels into Canada.</p> <p>M-B Companies, Inc. MB Companies has 1 external and 1 customer service support person to support the sales of our Brush division along with our European products.</p> <p>Monroe Towmaster Monroe Towmaster truck equipment has 3 sales people that handle snow and ice business for our Towmaster location in Minnesota. They handle all of the quoting and customer service in their areas.</p> <p>Overall we have 33 outside sales people across the United States and Canada and 23 internal sales support people. We have one of the largest and most robust sales forces in order to stay close to our customers and to provide them the service and support they need. Also, with over 250 dealer/distributors all with outside sales people across the United States and Canada we have many people representing the Aebi Schmidt brand.</p>
27	Dealer network or other distribution methods.	<p>Aebi Schmidt has one of the largest snow and ice distributor networks. We have around 250 certified dealers across the United States and Canada. Attached we will include in the documents section the list of distributors by brand.</p>
28	Service force.	<p>Our field service team consists of 11 individuals that respond in person to customer warranty and field service claims. These technicians will diagnose the problem, order parts and perform the service necessary. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada.</p> <p>We also have a number of internal service people across our business units that accept incoming calls from customers and dealers to support them with ordering parts.</p> <p>We believe if we don't provide proper service and support that customer will not come back, we are looking for long-term customer/manufacture partnerships to grow the business.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Most of our business is through dealer channels. Primarily orders will be handled by dealers/distributors. The dealers then in turn place an order with the factory. Many dealers stock equipment and parts, but due to the nature of most units being custom, orders will be placed and manufactured when needed. In some cases (Monroe business in Illinois, Wisconsin and Minnesota) the orders would be placed directly through our service centers.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As a company we understand that service and support is what helps us get repeat orders. We put a tremendous amount of focus on making sure the customer has what they need for support. Our dealer channel is the first line of support for most customers of Aebi Schmidt. They understand that we have expectations for them as far as response times. Our dealers and customers both can contact the factory direct to speak to a customer service person anytime between the hours of 7:30 am - 4:30 pm CST. Our customer support team can work with our engineering team to solve any problems in an expedited manner. If parts orders are placed by 2 pm CST, the order will be shipped next day for in stock parts. Our goal is to resolve customer issues as quickly as possible and all 1500 employees in North America have the understanding that our customers come first and are always top priority.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully able and eager to offer products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and eager to offer our products to participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be able to service all geographic areas.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aebi Schmidt can service any snow and ice customer in the United States or Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions in Hawaii, Alaska or US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Aebi Schmidt North America's marketing strategy to promote the Sourcewell contract will include a multi-pronged approach as outlined below:</p> <p>Selling Strategy</p> <p>Once awarded, Aebi Schmidt will schedule sales meetings to train the inside and outside sales people across all Aebi Schmidt brands on the specifics of the Sourcewell contract including pricing, the bidding process and other procedures. The sales team will be provided tools to effectively communicate the award to all dealers, contractors, nonprofits and government agencies throughout the U.S. and Canada to ensure the success of the contract.</p> <p>Marketing Strategy</p> <p>Leveraging Aebi Schmidt's current marketing strategy for its North America brands, the Sourcewell contract will be promoted through an aggressive multi-channel approach utilizing digital and traditional initiatives.</p> <p>Digital Strategy</p> <p>Website</p> <ul style="list-style-type: none"> - Add content to Aebi Schmidt's corporate and individual branded websites reflecting the award, adding the Sourcewell logo in high- traffic locations. - Create a Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize websites with key words and updated metadata as needed to increase search engine response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog-en.aebi-schmidt.com/) <p>Email marketing</p> <ul style="list-style-type: none"> - Execute "onboarding" email campaign for all dealers and distributors - Series of emails that will educate the Aebi Schmidt North America dealer/distributor network on the Sourcewell award, its customers, and important contract information - Emails highlighting "good to know" contract information, products that are performing well on contract, and other relevant information so that our distributors can better serve Sourcewell members - Add Sourcewell logo on pre- and post-tradeshaw email campaigns - Executive email campaign for all municipality/government sales contacts in CRM - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing

page/data capture form

- Emails highlighting distributor information and products performing well on contract

Social

- Celebrate and promote Sourcewell award through organic and paid posts on Facebook, LinkedIn and Instagram channels across all brands
- Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands.

Traditional Strategy

Trade Journal Advertising / Literature

- Use of Sourcewell logo in trade magazine advertisements
- Update product literature to include the Sourcewell logo

In-dealership Merchandising

- Create and distribute "in-store" materials to promote the Sourcewell award.
 - Counter cards
 - Posters
 - Counter mats
 - Signage

Trade Shows

- Include Sourcewell logo on signage at tradeshow
- Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo

Earned Media/Public Relations Strategy

Aebi Schmidt will utilize unpaid, or earned, media to promote the Sourcewell contract. This includes garnering publicity in a variety of media outlets.

- Press release distribution and media outlet follow-up announcing the award
- Blog post with award announcement on Aebi Schmidt website (see website tactics)
- Additional blog posts with "how to" and "best practice" information regarding the contract
- Pitch stories for editorial placement in trade publications targeting snow and ice control for contractors and municipalities.

We will also ask to work with our Sourcewell representative to schedule training sessions with our dealer network. We want to partner closely with Sourcewell to promote the program across our network.

Attached in the document section will be a few examples of marketing materials.

37	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 corporate and brand websites, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies, such as geo-fenced marketing. Key strategies and initiatives are detailed below.</p> <p>Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. Offering value-added content geared to educating prospects and customers on relevant topics helps them better perform their jobs and endears them to Aebi Schmidt's brands. The cookie-obtained data we gather via these efforts helps to understand the needs of end users, which leads to product innovation and timely marketing. Aebi Schmidt also intends to use content marketing in support of the distributor, dealer and municipal network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of the 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 search engine performance and ranking by optimizing (SEO) all its websites for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., improvements have been realized in organic results. Once awarded, Aebi Schmidt plans to modify its search engine strategies in support of the Sourcewell award, thereby making it easier for stakeholders to find the products and services they seek.</p> <p>Digital Display, Search and Banner Advertising -- On a limited basis, Aebi Schmidt uses digital display and search advertising to help create awareness of products and special promotions. In-depth keyword research and search analytics are used to develop ad targeting to best reach audience segments at the optimum cost or bid. Additionally, websites with available advertising space that are relevant to target audiences may be used for banner ads.</p> <p>Social Media -- Aebi Schmidt North America and its brands leverage their presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. Organic content is posted regularly and strategic paid social campaigns with highly targeted segmentation are used. Social media channels also represent a means for Aebi Schmidt's customers and prospects to engage in two-way dialog -- social channels are used as an extension of customer service efforts, with responses provided to all posted questions.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell Promotion</p> <p>Sourcewell can support the promotion of contracts through regular communications to drive membership with Sourcewell and to inform existing members of new vendors and products on awarded contracts. Sourcewell can also provide vendors with marketing information that can be shared out through the variety of communication channels.</p> <p>Sales Process</p> <p>Throughout the length of the contract, the Aebi Schmidt North America marketing team will regularly communicate with the sales team regarding the contract to reinforce the information they received during training provided at beginning of contract. Reiterating the pricing, bidding process and procedures will help the sales team keep Sourcewell top-of-mind.</p> <p>The sales team will schedule sales calls with dealers and public sector employees, including the top 200 municipalities from Aebi Schmidt's CRM system to inform them of the Sourcewell contract and explain the benefits if they are not Sourcewell members.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The www.m-bco.com website has a customer login area of the portal where customers are able to find particular parts and place an order. The portal generates an email that goes to customer service to enter the order. The website also has a configurator that the customer can use to find the brush that the need to fit their application.</p> <p>Meyer Products also offers an area for our dealers to go online and order parts. These orders are acknowledged internally and an email is generated to the person who placed the order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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>We offer a program to municipal customers called Vprotect 365. This is where we offer to perform a 200 point inspection of their snow and ice truck. In the end we will provide a diagnosis with a list of parts for repair and the expected maintenance interval schedule. We will offer this for our customer that purchase a turnkey truck from our organization. This is optional. We also offer mechanic training programs and fleet maintenance programs from our service team. The costs will be listed for Sourcewell members on the pricing sheets.</p> <p>Our regional sales people also offer free training sessions that will be held at dealer locations that member entities can join. These are a combination of equipment and Sourcewell training to help member and non-member entities not only have a better understanding of the products, but also how to procure them.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>We offer many products that are more technologically advanced than the competition. Some of the products are: Para-Glide wing post, the medium duty side dump body, blade light, Gen 4 RDS, Gen 4 FFDS, Expanded Anti-ice liquid capacity on spreaders/combination bodies, and wedge tank anti-ice inserts for dump bodies. Literature and explanations for these products will be included in the documents section of the response.</p> <p>We also offer a spreader called the Evolution that offers controlled spreading of a 70/30 mix of dry and liquid material for increased efficiency and more effective melting. This helps customers save up to 35% of salt usage.</p> <p>We also offer a small Aebi unit that can be outfitted with a snow plow, blower or any other attachment that can scale hills with up to 45 degree inclines. The Aebi unit has a lower center of gravity and wider wheel base has superior handling to any other machine in the industry, it is quite unique.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Aebi Schmidt also has a full commitment to sustainability in our factories.</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 along with a copy of our annual report which talks about sustainability and corporate responsibility on pages 26-38.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Aebi Schmidt does not have any third-party issued eco labels, ratings or certifications for the equipment that is included in this proposal.</p> <p>In an effort to be more sustainable we do offer electric powered spreaders and v-boxes to help protect the environment from harmful CO2 output. We are also working with chassis manufacturers to ensure that our equipment will work with the electric vehicles of the future. Ensuring that the PTO of these vehicles have the power necessary to work with plows, and other attachments.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	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 and the some of the suppliers we work with. 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.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have the ability to offer turnkey truck packages along with a full service team of 11 field technicians to support when necessary. Not many companies in the field of snow and ice are able to offer that to their customers. We also offer service contracts and preventative maintenance audits as add-ons for our customers. Meyer products offers the longest warranty in the industry on their plows. They offer a 5 year manufacturers warranty. This is 3 years longer than any of the competitors in the market. See warranty documents attached in the document section.	*

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 *	
46	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.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our warranty information including limitation and restrictions are outlined in the documents provided in the response in the document section labeled Warranty. They vary by product category and with the large breadth of products offered it is best to refer to the specific product warranty included.	*
48	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.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have 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.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will assist the customer with processing the warranty claims, but those warranties are all based on the original manufacturer of the equipment.	*
51	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) from 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.	*
52	Describe any service contract options for the items included in your proposal.	Many of our service contracts are tailored to the needs to the customer. We do offer some standard solutions which include machine audits (Vprotect 365) in which we will send out a technician to do a 200 point inspection on the machine prior to winter. The end result is the customer will receive a list of parts needed for repairs and will also receive a list of preventative maintenances that should be done. We will perform those maintenances on a service contract to be negotiated with the customer at that time. We also offer training packages for mechanics and operators and that pricing is included in pricing documents included in the response.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our preferred payment method is electronic funds transfer. We will also accept credit cards with a service fee of 3% on orders under \$10,000, check payments and ACH transactions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>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.</p> <p>After attending the Sourcewell H2O program and learning about NCL Government Capital we are interested in looking into working with them and their awarded Sourcewell contract.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Standard documents include: Price quotation in approved Sourcewell format with our Sourcewell member number We supply our standard terms and conditions with all quotes. Upon machine delivery we provide all warranty information and contact information of anyone who would be needed to be contacted for support Included in the documents section is our standard terms and conditions documents along with our Insurance documents.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for any parts orders. Most often our products are beyond the threshold of any credit card or p-card so most often orders are placed via Purchase Order number and paid through an EFT transaction.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All of our pricing provided shows a list price and the Sourcewell member price, which is discounted from the list. Pricing is uploaded in the documents section.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Monroe Truck Equipment is offering 20% discount off of list price. Swenson Spreader, LLC is offering 10% discount off of list price. Meyer Products, LLC is offering 20% discount on snowplows and 15% discount on spreaders. M-B Companies, Inc. is offering a 10% discount on all products and services offered. As a group Aebi Schmidt North America offers Sourcewell members a 10% discount off of list price for parts and accessories - most of these price lists are very comprehensive so they are not included in the documents.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis determined from our dealer channel and/or the factory.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Each request for a sourced, open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in the pricing. Due to the extreme uncertainty of the market and volatile cost freight will be calculated at delivery of the product at current cost. We contract with many freight providers and negotiate the absolute best terms that we can to provide our customers with the lowest cost freight we have available.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted 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. A customer can pick up and drive away as an option as well.
63	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.
64	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
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is our most complete offering of products with our most competitive pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	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 input 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.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sales targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPIs) 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 KPIs 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.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	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 *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering our full range of products available through our Swenson, Meyer, Monroe and European factories that fit in the snow and ice category. We have products that fit every application of snow and ice removal in the industry. We are also offering our full line of OEM parts, third party parts and service programs. We are also offering our customers full turnkey snow and ice truck packages to allow the customer to have a one stop shop for their entire truck.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the products we are proposing fall within the scope of the RFP. We don't have any subcategories at this time.

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

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

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many types	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer may types	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many types	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer parts and accessories along with service contracts	*

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

Line Item 75. 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
N/A	N/A	N/A

Documents

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

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

- [Pricing](#) - Pricing folder.zip - Tuesday June 21, 2022 20:12:56
- [Financial Strength and Stability](#) - Company Information.zip - Tuesday June 21, 2022 20:05:44
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 21, 2022 20:05:01
- [WMBE/MBE/SBE or Related Certificates](#) - MBE.zip - Tuesday June 21, 2022 20:13:24
- [Warranty Information](#) - Warranty Information.zip - Tuesday June 21, 2022 20:05:31
- [Standard Transaction Document Samples](#) - Standard Documents.zip - Wednesday June 22, 2022 10:32:28
- [Upload Additional Document](#) - Sales Organization.zip - Wednesday June 22, 2022 08:35:10

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. - Jason Bartuseck, Vice President of After Sales - North America, Aebi Schmidt 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
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 062222-AEB**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **ASH North America, Inc., dba Aebi Schmidt North America** (Supplier).

Sourcewell awarded the Supplier a contract to provide Snow and Ice Handling Equipment, Supplies, and Accessories to Sourcewell and its Participating Entities from August 22, 2022, through August 15, 2026 (Contract).

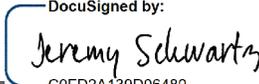
NOW, THEREFORE, the parties wish to amend the Contract as follows:

The supplier’s response to Proposal line item 58 under “Table 11: Pricing and Delivery” paragraph three is deleted in its entirety as it relates to Meyer Products and replaced with the following paragraph response: Meyer Products, LLC is offering a 10% discount on snowplows and related parts and a 17% discount on spreaders.

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

Sourcewell

**ASH North America, Inc.,
dba Aebi Schmidt North America**

By: 
DocuSigned by:
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

By: 
DocuSigned by:
28BF3B1B1E174AA...
Jason Bartuseck

Date: 6/4/2024 | 9:05 PM CDT

Title: General Manager

Date: 6/4/2024 | 3:43 PM CDT