

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: ASH North America, Inc. dba Aebi Schmidt North America**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc. dba Aebi Schmidt North America, 201 MB Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 27, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 062425 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies intended or designed for sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
 - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
 - b. Litter, trash, and debris vacuums; and,
 - c. Optional equipment, accessories, supplies and replacement or wear parts directly related to the offering of the solutions in subsections 1. a. - b. above.
 2. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies, and services. This solicitation should NOT be construed to include services only solutions.
 3. Proposers may include rental of street sweepers, specialty sweepers, debris vacuums and related equipment provided that they are complimentary to Proposer's offering of street and specialty sweepers.
 4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
 - b. Facility MRO, Industrial, and Building-Related Supplies and Equipment (RFP #091422);
 - c. Airport Runway and Emergency Equipment with Related Services; except as called out above (RFP #111522);
 - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #112624); and,
 - e. Roadway Maintenance Equipment (RFP #050625).

Proposers may include related equipment, accessories, and services to the extent that these solutions are directly related to turnkey solutions for subsections 1. a. - c. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

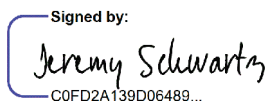
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

062425-AEB

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

ASH North America, Inc.
dba Aebi Schmidt North America

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/24/2025 | 3:48 PM CDT

Signed by:

28BF3B1B1E174AA...

By: _____

Jason Bartuseck

Title: General Manager European Products

Date: 10/24/2025 | 9:10 AM CDT

RFP 062425 - Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies

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: Monday June 09, 2025 07:48:20

Submitted On: Monday June 23, 2025 15:50:29

Submitted By: Jason Bartuseck

Email: jason.bartuseck@aebi-schmidt.com

Transaction #: 24ac5acc-f0f4-4862-aca6-d41021d4caa0

Submitter's IP Address: 147.243.245.243

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ASH North America, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ASH North America, Inc Assumed name - Aebi Schmidt North America D.B.A - M-B Companies, Inc	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	66234	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	
6	Proposer Physical Address:	201 MB Lane Chilton, WI 53014	*
7	Proposer website address (or addresses):	www.m-bco.com www.aebi-schmidt.com	*
8	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):	Jason Bartuseck - General Manager, European Products jason.bartuseck@aebi-schmidt.com 330-904-4720	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck - General Manager, European Products jason.bartuseck@aebi-schmidt.com 18513 Euclid Ave Cleveland, OH 44112 330-904-4720	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Abler, Inside Sales Manager - MB Wisconsin josh.abler@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-892-1011	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Aebi Schmidt Group, headquartered in Frauenfeld, Switzerland, is a global leader in intelligent solutions for infrastructure maintenance and agricultural equipment. The history of the organization spans over a century, rooted in innovation and strategic growth:</p> <p>1883: Johann Ulrich Aebi founded a workshop in Burgdorf, Switzerland, initially producing turbines and sprayers, laying the foundation for Aebi's agricultural machinery expertise.</p> <p>1894-1910: Aebi evolved into an industrial enterprise, producing reapers and other equipment, marking its early focus on innovative solutions.</p> <p>1907: M-B Companies, a key subsidiary, was founded in Wisconsin, USA, by Otto and Fed Meli and Paul Blumberg, focusing on agricultural implements and later expanding into pavement marking and airport equipment.</p> <p>1920s-1930's: Schmidt, another core brand, was established in Germany, specializing in snow removal and municipal equipment. Meanwhile, Meyer Products (founded in 1926 in New York) pioneered snowplows, and Swenson (founded in 1937 in Illinois) began as the Cherry Valley Pulverizer Company.</p> <p>Mid-20th Century: Aebi, Schmidt and subsidiaries like Monroe Truck Equipment (founded in 1958) grew through innovation and niche market focus, establishing strong reputations in municipal and airport maintenance.</p> <p>2015-2024: Aebi Schmidt consolidated its portfolio through acquisitions, including Meyer Products, Swenson Spreaders (2015), M-B Companies (2018), ELP (Canadian organization, 2020) Monroe Truck Equipment and Towmaster (2021), Oshkosh Snow Products (2023) and LADOG (2024)</p> <p>2025: Announcement of a merger with the public company SHYFT Group which is set to close in July 2025.</p> <p>Present: With over 3,000 employees, 14 production facilities, and a presence in 90+ countries, Aebi Schmidt generates over 1 billion in annual revenue (2024), driven by brands like Aebi, Schmidt, M-B, Meyer, Swenson, Monroe, and ELP.</p> <p>Core Values Aebi Schmidt's core values are centered on sustainability, responsibility, and innovation.</p> <p>Sustainability: A group-wide commitment to economic, social, and environmental goals, implemented across the value chain. The 2018 launch of generation E program emphasizes zero-emission technologies like the eSwingo and eCleango sweepers.</p> <p>Responsibility: Ethical operations are guided by a code of conduct addressing data privacy, environmental protection, fair competition, and anti-corruption, ensuring compliance with industry standards.</p> <p>Customer-Centric Innovation: The company prioritizes reliable, high-performance solutions tailored to customer needs, supported by services like vProtect to maximize uptime and value.</p> <p>Business Philosophy: Aebi Schmidt's business philosophy focuses on delivering "smart product systems and services" for mission-critical infrastructure and agriculture.</p> <p>Total Solutions: The mission is to provide economic, safe and traceable clearing solutions, enhancing customer performance through a diverse product range (sweepers, snowplows, pavement marking, airport equipment, truck chassis).</p> <p>Innovation-Driven: Rooted in Switzerland's innovative ecosystem, the company invest in R&D to develop cutting-edge, sustainable technologies, as seen in products like the MB7BT Bi-Directional Tractor.</p> <p>Global yet local: Operating globally with localized support through 16 sales organizations and dealer networks, Aebi Schmidt balances scale with tailored service.</p> <p>Reliability and Service: Emphasis on quality, durability, and after-sales support, exemplified by global logistics centers in Germany and Wisconsin, ensures operational reliability.</p> <p>Industry longevity: Aebi Schmidt's longevity - over 140 years since Aebi's founding in 1883 - stems from its adaptability, strategic acquisitions, and niche market focus. Brands like Aebi (1883), Schmidt (1920), M-B (1907) and Meyer (1926) have deep histories, contributing to 1,349 years of combined experience.</p> <p>The company has thrived through economic cycles by: specializing in high-demand sectors like municipal maintenance, airport operations, and agriculture. Continuously innovating, from early reapers to modern electric sweepers. Expanding globally while maintaining strong regional roots, particularly in Europe and North America.</p> <p>Aebi Schmidt Group has evolved from a small Swiss workshop in 1883 to a global leader in infrastructure maintenance, driven by a legacy of innovation and strategic growth. Its core values of sustainability, responsibility, and customer-centric innovation, paired with a philosophy of delivering reliable, smart solutions, underpin its success. With over a century of industry longevity, Aebi Schmidt remains a trusted name in municipal, airport and agricultural equipment.</p>
12	What are your company's expectations in the event of an award?	<p>We intend to use the Sourcwell contract to enhance our efforts to bring the latest technology and best products to the broadest range of customers throughout the U.S. and Canada, this will enable Sourcwell members to acquire that needed technology more efficiently and economically than using the time consuming and costly traditional bid process.</p>

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Aebi Schmidt Group exhibits strong financial strength and stability, underpinned by record revenue of over 1 billion in 2024 and a robust order backlog of over 1 billion. Strategic moves including the pending merger with the SHYFT group in which AEBI will be majority shareholder of 52% further demonstrates financial strength. Other strategic moves, including other acquisitions pending and investments in new facilities for logistic and service centers across North America also adds to stability and growth. The global reach and diversified product portfolio and focus on innovation creates further resiliency. Aebi Schmidt's financial metrics, backed by institutional support and scalable operational framework position the company as one of the strongest growth-oriented players in the infrastructure maintenance sector. Please see the uploaded S4 filing with the SEC from May for merger with SHYFT group with key information about financial performance.	*
14	What is your US market share for the Solutions that you are proposing?	Our industry does not report sales individually so defining exact market share is not possible. We feel the current market share in the U.S. is approx. 3% and growing.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our industry does not report sales individually so defining exact market share is not possible. We feel the current market share in the U.S. is approx. 3% and growing.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No Aebi Schmidt companies have ever petitioned for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aebi Schmidt North America is best described as a manufacturer (OEM) and services provider. Our sales team members are employees that work directly for the organization. The same for our service team members. We sell both directly to end users of equipment and to dealers for their distribution of our machines. All dealers are third party companies and independent from the Aebi Schmidt Group., but some dealers have worked with our organization for over 70 years. Our sales organization works closely with the dealer network to ensure they are providing the best service to the end user.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require specific licenses or certifications to do business. We do hold certificates of good standing with the states that require them. Some of our manufacturing locations hold ISO 9001 certificates (included in documents section)	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No, business entity part of the Aebi Schmidt group including M-B Companies has been suspended or had a debarment.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	All Monroe Truck Equipment locations have been recognized as MVP members by the NTEA organization. This designation recognizes companies for outstanding business practices and successful implementation of quality standards. These are the same practices that are performed daily in all of the Aebi Schmidt organizations.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Government sales account for approximately 85% of the overall sales in the past 3 years.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of sales would be in the education sector the past 3 years.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Costars - Municipal Work Vehicles - 700k annual sales HGAC - Airport Runway equipment - no sales history HGAC - Street Maintenance - 900k in annual sales Minnesota State Contract for both Snowplow Trucks and Snow blowers - 20 million annually Sourcewell Contracts for Roadway Maintenance, Snow and Ice, Street Sweepers, and Airport Runway - over 20 million annually in total Alaska State Fleet Contractor - 5 million annually Other state contracts including but not limited to Maine, Ohio, Kentucky, Illinois, Nevada, Iowa, New Mexico and Virginia with varying amounts from year to year depending on demand from states	*
24	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?	Aebi Schmidt does not currently hold any GSA contracts, Standing offer or Supply arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Asheville Airport	Shannon Alden	828-713-2858	*
City of Charlotte	Charles Jones	704-560-993	*
City of College Park - Maryland	Robert Marsili	240-487-3601	*
Denver International Airport	Steve Ricci	303-342-2778	
City of Seattle, Department of Transportation	Brent Hambert	206-396-5571	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Aebi Schmidt North America has a large cross functional sales team consisting of 25 outside salespeople. Of those 25 outside salespeople, we have 2 dedicated Sweeper specialists in the United States and 10 other factory trained salespeople. We also have 4 factory trained salespeople in Canada. We also have a full staff of inside salespeople that support orders for both new units and parts in North America. Our dealer network that currently consists of 9 dealers also have varying size sales teams that have gone through sales and service training. As the business in North America continues to grow, we which we are committed to as an organization we will continue to add more resources to support our customers. Our sales specialists are working with customers on a daily basis, and we attend every industry event and as many trade shows as possible.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have a mixed sales model approach in North America where we sell both through distribution (dealers) and direct. We have strong dealers strategically located in areas where our internal reach through our service centers isn't adequate. Those dealers are all trained on the breadth of products we offer. In the areas we sell direct, we support customers locally through our service and upfit centers. We currently have 9 dealers with 14 locations and 9 service center locations to provide sales and service. A dealer and service center map will be included in the documents section. In total, our organization has hundreds of active dealers that we work with across all the brands of the Aebi Schmidt group and will continue to grow our sweeper network with our current dealers of which some have been with us for over 50 years.	*
28	Service force.	Our field service organization has 16 individuals in North America. We have 13 located in the lower 48 states with an additional service technician located in Alaska and 2 in Canada. We also have a dedicated service trainer that supports our sweeper products. We have also factory trained all of our dealers and service center locations and have and will continue to provide high voltage certification classes for our e-mobility machines. Our service team also has an inside team of service writer, technical support trouble shooting people and parts order processing people. We also provide our team and dealers with an online portal that provides service and support manuals along with parts ordering.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Aebi Schmidt North America will handle the reporting and processing of payments to Sourcewell, as we provide the use of the contract free to our dealer network. The dealer would accept the order from the customer and place the order with our organization. We have provided our dealers with current price lists showing the contracted pricing and their pricing with the understanding with the dealers that Sourcewell pricing is the top line pricing and not to be exceeded. Our inside sales staff and our sales teams work with our dealers and service center locations on a daily basis to ensure all quoting to the purchasing organization is accurate and in line with current Sourcewell approved pricing.	*
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.	We have multiple levels of service and support for our products. It starts with our dealers and service center locations as the first level, second level is our service technicians and technical support staff internally. We also provide our dealers with an online portal that they can find technical publications, manuals, parts diagrams and online parts ordering. Any service-related question would be answered promptly during business hours with by calling into our technical support team or sales team and within 24 hours when requests are made outside of business hours. Our dealers have been trained how to use our online platform and have access to our inside staff to support. We have 6 dedicated people internally that are trained to support our customers. As part of being a dealer partner, they are all graded on their ability to support our customers, and any issues are discussed with the dealers during our monthly business reviews with each. The portal is available 24 hours a day so that our dealers and service technicians can support our customer's, when necessary, outside of normal business hours. We also have an internal CRM where we log all customer inquiries and product concerns. Once the inquiry is logged in the system the customer receives an email and our quality/service team is notified. We track the progress of each of these "cases" in our system to ensure our customers are receiving the proper support necessary. Customers are notified of updates on the "cases" by automated email updates. We also use this information to improve our internal processes along with notifying the factory if there is any potential manufacturing issues with any machines. We also track all warranty information and that is reviewed on a monthly basis to ensure our product has the highest quality. We also have pre-delivery inspections when a machine is delivered by a technician and the customer signs off on the machine and it's quality at that time. Our machines are also equipped with software that will report any issues that come up and that information is relayed internally to advise the customer if there are any issues with the equipment being displayed. We also use this information to alert customers of any updates necessary to software or any maintenance that is due on a unit. Our goal as an organization is to have 98% uptime on all the units put into service and this is a standard in our organization as a whole. We understand that these units are critical to our customers in their specific applications. Aebi Schmidt's service organization and expertise positions us as leader in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our salespeople are trained to help the customer identify what they need and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so the customers can avoid the cumbersome bid process. Aebi Schmidt North America has 25 in field salespeople across our business channels along with 16 field technicians that promote the Aebi Schmidt North America brands products and services. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our salespeople are trained to help the customer identify what they need and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so that customers can avoid the cumbersome bid process. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities. We also are aware that not as many Canadian entities are actively using Sourcewell as a purchasing vehicle but will continue to talk about the contract and offer it during every conversation. Our Canadian organization is familiar with Sourcewell's partner Canoe and actively promotes the use. Our organization has 4 in field salespeople across Canada (2 are product specialists) along with 2 technicians that will be promoting all Aebi Schmidt North America products and services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Aebi Schmidt North America can service all of the United States and Canada through the proposed contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Aebi Schmidt has no limiting factors that will prohibit us from fully serving all entity sectors.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Aebi Schmidt North America has zero restrictions that would apply.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We will extend terms to any Sourcewell participating agency.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promoting Sourcewell is grounded in alignment between our sales, marketing, and business development teams. We begin by introducing and reinforcing the value of Sourcewell during our all-sales team meetings, emphasizing its relevance and strategic importance to our overall organization as requested.</p> <p>We utilize targeted marketing collateral, such as flyers and sell sheets, that clearly highlight Sourcewell in each footer where applicable. These materials are distributed both internally to our sales force and externally to our customers and dealer partners.</p> <p>In addition, we regularly include Sourcewell-specific content in our periodicals and digital communications to maintain visibility and reinforce its benefits across our dealer/customer base. We ensure Sourcewell is positioned as a viable asset tailored to the public sector and reflective of industry best practices.</p> <p>We will schedule sales call with the identified top 200 municipalities from our CRM system to inform them of the Sourcewell contract and explain its benefits if they are not Sourcewell members.</p> <p>Leveraging our current marketing strategy, we plan to support the Sourcewell award through an aggressive multi-platform approach utilizing digital and traditional (trade journal advertising, PR, in-dealership merchandising and tradeshow) initiatives.</p> <p>Digital Strategy Website</p> <ul style="list-style-type: none"> - Add content to our branded websites reflecting the award, adding the Sourcewell logo in high-traffic locations. - Create 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 our websites with key words and updated metadata as needed to increase our search response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog-en.aebi-schmidt.com/) <p>Email marketing</p> <p>Executive email campaign for all municipality/government sales contacts in CRM</p> <ul style="list-style-type: none"> - 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 - Add Sourcewell logo on pre & post trade show email campaigns <p>Social</p> <ul style="list-style-type: none"> - Celebrate and promote Sourcewell award through organic and paid posts on social media channels: Facebook, LinkedIn, Instagram - Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands. <p>Traditional Strategy</p> <p>Trade Journal Advertising / Literature</p> <ul style="list-style-type: none"> - Use of Sourcewell logo in trade magazine advertisements - Update literature to include the Sourcewell logo <p>Public Relations</p> <ul style="list-style-type: none"> - Press release and media relations follow-up announcing the award - Blog post with award announcement on Aebi Schmidt website - Additional blog posts with "how to" and "best practice" information regarding the contract <p>Trade Shows</p> <ul style="list-style-type: none"> - 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 	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Across our portfolio of brands, we consistently highlight Sourcewell as a key marketing element. Each of our brand websites includes a dedicated Sourcewell section or a redirect to a co-branded Sourcewell landing page, ensuring easy access to contract information and reinforcing our shared business relationships across all digital touchpoints. We leverage digital assets such as Sourcewell-integrated sell sheets, which are hosted on internal platforms for on-demand access by our sales teams. These materials are also optimized for distribution based on consumer requests and outreach activities. Digital platforms regularly promoting Sourcewell on targeted content via social media platforms include Facebook, Instagram, LinkedIn. These channels are used to highlight contract benefits while optimizing brand visibility within the public sector.</p> <p>Web links:</p> <p>https://www.m-bco.com/sourcewell https://www.swensonproducts.com/sourcewell/ https://www.meyerproducts.com/sourcewell https://municipal.monroetruck.com/sourcewell/ https://towmaster.com/government-contracts</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell has been outperforming all other cooperative contracts in the way of awareness and usage training. Sourcewell's role in providing this awareness and continued education will ensure a positive impact for both suppliers and participating agencies.</p> <p>Aebi Schmidt North America has integrated Sourcewell contract awareness first and foremost in salesperson training. When calling on customers or running targeted ad campaigns, Sourcewell is the first option and bid alternative promoted to potential customers to purchase the equipment or services wanted and/or needed.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We have launched an ecommerce platform this year. All dealers and direct customer have access to this platform through a dedicated login. All other outside users can access the system where the platform would show technical support information, but pricing is listed at all msrp pricing with a note to contact an authorized dealer for specific pricing or us directly. Our Monroe Truck Equipment division has had this portal in use for 3 years and it has streamlined our support and service to all customers and end users.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	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 operator and mechanic training. Typical startup training is 1 day. This training can be extended to meet the customer needs. At startup, the technician goes over the complete unit, pointing out each system to familiarize the operators with the functions and the service team technical training as well. Initial startup training is included with every purchase.</p> <p>Additional training can be added and is included in the pricing documents.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	Our proposal includes two fully electric unit options for purchase. We also include in all purchases two years free of our intelliops software. This software monitors the unit for any error codes, hours of use, recommend service needed. We use this information internally to support the units in the field to know if any units are experiencing any issues and to send reminders to customers to of routine maintenance intervals.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The Aebi Schmidt Group is committed to going "green".</p> <p>The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters.</p> <p>Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs</p> <p>Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings</p> <p>Toilets and urinals with low GPF (low consumption per flush)</p> <p>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)</p> <p>All exterior lighting is LED controlled by a photo eye</p> <p>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)</p> <p>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.</p> <p>All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30%</p> <p>Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric.</p> <p>In the Netherlands, we produce more than 54% of our electricity requirements.</p> <p>We have 8 projects in development in our organization for e-vehicles devices and modules.</p> <p>Green Sweeper Web Link:</p> <p>https://www.aebi-schmidt.com/en-us/news/blog/2022/10/24/green-sweeping-crosses-the-pond/</p> <p>Sustainable Production Web Link:</p> <p>https://www.aebi-schmidt.com/en-us/news/blog/2022/06/07/sustainable-in-production-too/</p> <p>Road to Net Zero Web Link:</p> <p>https://www.aebi-schmidt.com/en-us/news/blog/2024/07/29/teaming-up-to-overcome-obstacles-on-the-road-to-net-zero/</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Aebi Schmidt Group holds significant eco-credentials through ISO 14001:2015 certifications (Germany, Netherlands, Switzerland), renewable energy certificates, and its Generation E program, which produces ECO and ZERO-rated products like the eSwingo 200+ and eCleango 550 sweepers. These efforts, recognized in projects like Madrid's 360° Strategy, align with environmental sustainability but do not include traditional consumer eco-labels like EU Ecolabel. The company's supply chain practices and logistics efficiency further support its eco-friendly operations.</p> <p>Web Links:</p> <p>https://www.aebi-schmidt.com/en/contact/purchasing/ https://www.aebi-schmidt.com/en/about-us/aebi-schmidt-group/</p>	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Aebi Schmidt North America, through M-B Companies and other brands, offers Sourcewell participating entities unique attributes, including streamlined procurement via contracts with Sourcewell.</p> <p>Innovative products like theSwingo sweepers, eCleango sweepers, and sustainable solutions backed by ISO 14001:2015. Comprehensive service, global logistics, and a century-plus of experience ensure reliability, while customer-centric innovation addresses diverse needs. These attributes save time, reduce costs, and enhance infrastructure maintenance for government, education, and nonprofit organizations, making Aebi Schmidt a trusted Sourcewell partner.</p> <p>Aebi Schmidt North America offers advanced features and comprehensive services for all of our divisions designed to enhance performance, durability, and operator efficiency while meeting the needs of Sourcewell participating entities:</p> <p>On-Site Technical Support: Aebi Schmidt North America is among the few providers offering a dedicated team of field technicians available for on-site repairs. This service ensures rapid resolution of issues, minimizing operational disruptions for customers.</p> <p>Comprehensive Sales and Service Network: As a one-stop shop, we offer extensive sales and service support for all our equipment. Our robust internal sales and service team, combined with one of the largest dealer networks in North America, ensures seamless access to parts, maintenance, and technical expertise tailored to customer needs.</p>
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46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	<p>Warranty Policy:</p> <p>Limited Warranty</p> <p>Limited Warranty: Subject to the limitations set forth herein, M-B Companies, Inc. Airport Snow Removal Products division ("M-B") warrants its products to be free from defects in material and workmanship for one year from the date of delivery of the product to its original owner. Parts shall have a ninety (90) day warranty. This warranty is not transferable without the written consent of M-B.</p> <p>Notice: M-B's obligations under this Limited Warranty are conditioned on M-B receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.</p> <p>Remedies: M-B, at its option, will repair or replace, or provide a credit to the buyer for defective warranted items. If requested by M-B, products or parts for which a warranty claim is made shall be returned, transportation prepaid by M-B, to M-B's factory. Buyer shall not return any product for repair, replacement or credit without M-B's advance written consent.</p> <p>Other Manufacturer's Warranty: On products furnished by M-B, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to the buyer, if the said warranty is assignable. This includes any portion of said manufacturer's warranty which is longer than the M-B standard warranty. However, M-B does not represent or guarantee that the other manufacturer will comply with any of the terms of their warranty.</p> <p>Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by M-B, or alteration or repair by others in such a manner as in M-B's judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage.</p> <p>The batteries, tires, rubber materials, brushes and material normally consumed in operation, are excluded from this warranty.</p> <p>Limitations of liability: M-B shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs, transportation charges, and rental costs, in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect.</p> <p>M-B disclaims all other warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of M-B.</p> <p>Notwithstanding anything in this warranty to the contrary, in no event shall M-B's total liability hereunder exceed the purchased price of the particular product.</p> <p>Warranty Registration Web Link:</p> <p>https://www.m-bco.com/warranty/product-registration-attachments</p> <p>Warranty Claim Web Link:</p> <p>https://www.m-bco.com/warranty/attachments/consumer</p> <p>We also offer extended warranty options to our customers that wish to extend the warranty beyond 1 year. These vary by unit and hours used.</p>
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	<p>The warranty statement in the previous question's answer sets guidelines for any warranty coverage made by other manufacturers such as chassis.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
48	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Comment</p> <p>Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Attached you will find documentation and a letter of our intent.</p>
49		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Qualified Supplier utilized by M-B Companies Inc. when applicable:</p> <p>Shelby</p>
50		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Qualified Supplier utilized by M-B Companies Inc. when applicable:</p> <p>Prop Shaft Supply Industrial Nameplate JTD Molded Dimensions</p>
51		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Qualified Supplier utilized by M-B Companies Inc. when applicable:</p> <p>Industrial Nameplate JTD</p>
52		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Qualified Supplier utilized by M-B Companies Inc. when applicable:</p> <p>Jay MFG. Connector Concepts</p>
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Service-Disabled Veteran Owned Business, with no avail.
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Small Business Enterprise (SBE), to no avail
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Small Disadvantaged Business program, to no avail.
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Women-Owned Small Business program, to no avail.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
57	Describe your payment terms and accepted payment methods.	Standard terms are net 20 days, but for our Sourcewell customers we extend the payment terms to Net 30 days. We accept payment via wire transfer, check or ACH. We can also accept credit cards for parts orders under \$10,000.

58	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 by promoting the use of the Sourcwell awarded NCL Government Capital.</p> <p>NCL Government Capital provides flexible, customized financing solutions to empower state and local government, education and tribal nations to build a better tomorrow. We strive to partner with and educate clients on the intricacies and advantages of municipal financing options.</p> <p>We also offer leasing options through AFG financial group.</p>	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We provided a standard terms and conditions document with all invoices. Document will be attached.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept credit cards for orders up to \$10,000 with no additional fees. Most often these types of units are put out to bid and purchased via a P.O. and paid for through a check or wire transfer.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing documents are attached in the documents section. We are offering our standard list pricing with Sourcwell customers receiving a discount from that list price.	*
62	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.	Sourcwell customers receive a discount of 10% off list (msrp) for all goods and services offered.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcwell customers receive an additional 3% discount when ordering multiple sweeper units on single purchase order.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Aebi Schmidt will provide a quote for special or non standard items and provide customers 10% discount off that price for Sourcwell members.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>For truck mounted units customers can provide their own approved chassis, they can use another sourcwell contract to procure a chassis or we can supply the chassis at cost plus 5%.</p> <p>Tariffs: Any product subject to tariffs would have the tariffs passed through to customer at time of delivery based on the tariff situation at that given time.</p>	*
66	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Equipment would be shipped to customers at quoted costs at time of shipment. After delivery, technicians would schedule the in-servicing of the vehicle and sign off of receipt.	*
67	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 sea or expedited air freight if required.	*
68	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 a service center location and have factory training options available while on site at the plant.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	The internal and external sales team is trained to follow a specific process when quoting per a Sourcwell agreement. After award a Sourcwell pricelist will be created, integrating the proposed discount to be applied to the list price. This process ensures compliance to agreed upon Sourcwell contract terms when quote is converted to a sale.	*

70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Aebi Schmidt North America utilizes the A3 project management process when defining sale targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPI's) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales". Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPI's for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Aebi Schmidt North America proposes to pay Sourcewell a 1.5% Administration Fee on all sales to Sourcewell members.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing is our better than is typically offered on contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>Product brochures and specifications are included in the documents section:</p> <p>Street King 660 / AS660 - is a truck mounted vacuum sweeper with a large 9.2 cubic yard hopper. The sweeper can be mounted on any truck type and has the largest load capacity in the category. There is an option with this unit to add a rear suction head that can be used on airport for liquid cleanup - this turns the SK660 into a AS660</p> <p>AS990 / ASC990 - this large Airport vacuum has a 12.4 cubic yard hopper that can service all service and traffic areas of an airport. Great for cleaning FOD as well as liquids and surface water.</p> <p>eSwingo 200+ - this is a compact all electric vacuum sweeper. This 2.6 cubic yard sweeper with 10-hour battery life has the capacity to work an entire shift. A sweeper with no loss in performance from its diesel counterparts.</p> <p>eCleango 550 - this is a compact all electric vacuum sweeper. This unit has a 6.8 cubic yard capacity with a working time up to 10 hours without recharging. Up to an 87-inch sweeping width with the 2-brush version and 140 inches with the 3-brush option.</p> <p>Flexigo 150 - this is a smaller compact diesel-powered sweeper. Has both 2 and 3 brush options. It is a multi-use vehicle that can be equipped with both snow clearing and summer use attachments when not using the unit for street sweeping. Has a sweeping width up to 122 inches with the 3-brush version. The hopper capacity on this unit is 2 cubic yards.</p>	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Electric Street Sweepers, Vacuum Street Sweepers, Chassis Mounted Street Sweepers, Airport Sweeper, Sidewalk Sweepers, Chassis mounted sweepers, alternative fuel sweepers	*

75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	<p>The AS660 and AS990 both meet the requirements below for Airport Runway use, but they have not gone through certification with the FAA at this time.</p> <p>5.2.1.2 Vacuum Systems. These systems perform FOD removal functions similar to the power sweepers described above, but use air flow as the primary means of object retrieval. The systems may also perform in conjunction with mechanical brooms or other recirculating air units.</p> <p>5.3 Performance. 5.3.1 Operational Standards. Unless otherwise specified, the following standards apply only to “mechanical” FOD removal systems. 5.3.1.1 Operational Speeds. The minimum speeds that FOD removal equipment should operate and collect 90% of FOD (based on the “test/validation objects described in paragraph 5.3.2) is 15 mph (25 km/h). Maximum speeds are limited by airport operations regulations. (Mechanical and non-mechanical systems) 5.3.1.2 Collection Path. 5.3.1.2.1 The minimum path for a removal system used during airport operations is 60 in (150 cm) wide. 5.3.1.2.2 Systems that are used on the airport apron or designed to be mounted on existing airport operations vehicles must have a minimum path 40 in (100 cm) wide. 5.3.1.2.3 Magnets must be at least 36 in (90 cm) long and 4 in (10 cm) wide. (Mechanical and non-mechanical systems) 5.3.1.3 Retention / Hopper Capacity. 5.3.1.3.1 The minimum usable capacity of a power sweeper used during airport operations is 40 cu ft (1 cu m). 2/8/2024 AC 150/5210-24A 5-4 5.3.1.3.2 For systems mounted on airport operations vehicles, the volume of the truck bed will represent the retention capacity. 5.3.2 Testing / Validation. All FOD removal equipment must be able to demonstrate the ability to collect 90 percent of the items listed in the paragraph below, when they are placed in a 10 ft x 10 ft (3 m x 3 m) square on the pavement surface, on one pass of the equipment at a minimum speed of 15 mph (25 km/h). Where specific dimensions and weights are not provided, the purchaser will determine the object properties most characteristic of those found on their airport. 5.3.2.1 Test / Validation Objects. • A metal cylinder measuring 1.2 in (3.1 cm) high and 1.5 in (3.8 cm) in diameter (both ferrous (i.e., magnetic) or non-ferrous metals are acceptable), • A sphere, measuring 1.7 in (4.3 cm) in diameter (i.e., a standard size golf ball), • A “chunk” of asphalt or concrete, • Any portion of a runway light fixture (in-pavement or edge light), • A wrench (up to 8 in. (20 cm) in length), • A socket (at least 2 in. (5 cm) in length), • A piece of rubber from an aircraft tire, • A distorted metal strip (up to 8 in. (20 cm) in length), • Fuel cap (aircraft or automotive), • Lug nut, • Hydraulic line (from aircraft or GSE, up to 8 in. (20 cm) in length), and • Aircraft fasteners and safety wire</p>	*
76	Describe any service contract options or extended warranties offered with your proposal.	We offer extended warranties up to 5 years and full-service contracts on our sweepers offered in this proposal. These can be tailored to the needs of the customer and would be quoted and priced on a case-by-case basis with Sourcewell customers receiving 10% discount from standard pricing.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	All sweepers we offer fit this category	*
78	Sidewalk sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our Flexigo and eSwingo fit this category	*
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our compact sweepers fit this category - flexigo, eSwingo and eCleango	*
80	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our AS660 and AS990 fit this category.	*
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our sweepers fit this category	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer wear parts and accessories for our sweepers.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer rental options and lease options on our sweepers	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sweeper Sourcwell Pricing Documents.zip - Monday June 23, 2025 15:49:09
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday June 19, 2025 14:24:47
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday June 19, 2025 15:40:59
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE-MBE-SBE.zip - Thursday June 19, 2025 14:27:28
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday June 19, 2025 14:19:13
 - Upload Additional Document (optional)
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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, General Manager - European Products, 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 obligations contemplated in the solicitation proposal.

☐ 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_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	<input checked="" type="checkbox"/>	1