Sourcewell

MASTER AGREEMENT #033126
CATEGORY: Snow and Ice Handling Equipment, Supplies, and Accessories
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, Staples, MN 56479 (Sourcewell) and ASH North America, Inc. dba Aebi-Schmidt North America, 201 M-B Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a 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 June 11, 2030, 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 #033126 to Participating Entities. In Scope solutions include:

   a. Plows, blades, wings, blowers, and snow removal brooms;
   b. Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids;
   c. Snow melting equipment; and,
   d. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling.

   Proposers may include a **complementary** offering of services, parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections a. – d. 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, 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.

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

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: ______________________________
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/6/2026 | 1:29 PM CDT

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

By: ______________________________
Steffen Schewerda
Title: CEO-North America

Date: 6/30/2026

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

By: Sarah Blashe
Sarah Blashe
Title: CFO-North America

Date: 06/30/2026

RFP 033126 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name:	Aebi-Schmidt Holding Group
Does your company conduct business under any other name? If yes, please state:	Monroe Truck Equipment Inc., Swenson Spreader LLC., Aebi-Schmidt Canada LLC., Meyer Products
Address:	201 MB Lane Chilton, WI 53014
Contact:	Seth DeVoe
Email:	seth.devoe@aebi-schmidt.com
Phone:	815-238-7090
Fax:	920-522-3849
HST#:	39-1208304

Submission Details

Created On:	Friday February 13, 2026 12:35:48
Submitted On:	Tuesday March 31, 2026 05:57:00
Submitted By:	Kurt Beyer
Email:	kurt.beyer@aebi-schmidt.com
Transaction #:	3ea1dd51-1c0c-4a74-baf7-ece6de8f487d
Submitter's IP Address:	147.243.245.47

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. is the holding company for all Aebi Schmidt North America businesses	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Monroe Truck Equipment Inc Swenson Spreaders LLC Meyer Products LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Monroe Truck Equipment CAGE - 9U 356	*
5	Provide your NAICS code applicable to Solutions proposed.	Monroe Truck, Swenson Spreaders LLC - 333120 - Construction Machinery Manufacturing Monroe Truck - 336211 - Motor Vehicle Body Manufacturing Monroe Truck - 336390 - Other Motor Vehicle Parts Manufacturing	
6	Proposer Physical Address:	201 M-B Lane Chilton, WI 53014	*
7	Proposer website address (or addresses):	www.aebi-schmidt.com www.swensonproducts.com www.meyerproducts.com www.monroetruck.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):	Our organization requires two signatures on all documents. Steffen Schewerda CEO - North America 201 MB Lane Chilton WI 53014 steffen.schewerda@aebi-schmidt.com 920-898-1062 Sarah Blashe CFO - North America 201 MB Lane Chilton WI 53014 sarah.blashe@aebi-schmidt.com 920-898-1062	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth DeVoe Sales Manager, Monroe Truck Equipment Seth.DeVoe@aebi-schmidt.com 608-329-8547	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carissa Lawless Inside Sales - Swenson 127 N. Walnut St. Lindenwood, IL 61049 carissa.lawless@aebi-schmidt.com Seth DeVoe Distributor Sales Manager - Monroe Truck Equipment 1051 West 7th St Monroe, WI 53566 seth.devoe@aeb-schmidt.com 608-329-8547 Nate Kallay Director of Sales - Meyer 735 Beta Dr Mayfield Heights, OH 44143 nate.kallay@aebi-schmidt.com 440-478-9666

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. Group vision for the Aebi Schmidt Group is to be the global leader in intelligent solutions for customers to fulfill their mission of clean and safe infrastructure of demanding areas. The formation of the company dates back to 1883 in which the Aebi mechanical Workshop founded in Burgdorf, Switzerland. In 1920, Alfred Schmidt Sr. started the Schmidt shop in St. Blasien, Germany. In 1936, Schmidt launched its first snowplow in the market Fast forward to 2007, Aebi and Schmidt were brought together under the umbrella of Aebi Schmidt Holding AG. In 2015, the group entered the North America market with the acquisition of Meyer Products, LLC and Swenson Spreader, LLC to start the holding company ASH North America. In 2018, the group added M-B Companies, Inc. to the mix. M-B Companies has four divisions (Brush, Airport, Attachments, Pavement Marking) with four separate manufacturing plants. In 2019, Aebi Schmidt North America formed a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, the group added to the portfolio by acquiring Quebec, Canada-based Equipment's Lourds Papineau, Inc (ELP), which manufactures heavy duty snow and ice equipment for use in the harsh Canadian winters. In late 2021, Aebi Schmidt took the next step in growth by acquiring Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck is an industry leading truck equipment manufacturer, upfitter and distributor with over 60 years of expertise. The Aebi Schmidt group has more than $800 million in annual sales, 14 production facilities across the globe, over 3,000 employees, with a presence in 90 countries throughout the world. In 2025, the Shyft Group becomes part of the Aebi Schmidt Group, which is now publicly listed on NASDAQ. The new combined company continues to operate under the Aebi Schmidt Group name and creates a world-class Specialty Vehicles Leader positioned to accelerate growth and drive exceptional value. Aebi Schmidt Core Values (exhibit attached in document section) Win & Grow Together - we succeed when we trust, respect, and support each other Deliver Excellent Performance - We deliver consistent results with discipline and pride Innovate for Customers - We design smart, sustainable solutions with a customer-centric mindset - solving the challenges that matter most. Own the Outcome - We act with integrity, take responsibility for our actions, and deliver on our commitments Build for Tomorrow - We create lasting impact through sustainable growth and responsible practices. Key Points to Business Philosophy Sustainability Sustainability doesn't just happen by itself. It comes from how we think and act and ultimately how consistent we are about it. As a company, it is our responsibility to invest in the progress and in the future. But that also applies to our customers everything we develop and produce also needs their commitment when put into practice. Sustainability is an essential part of our business activities. Our customers expect it

		of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful long term. Our economic, social, and environmental targets are being implemented along the entire value chain. We care about protecting the environment and use resources sparingly. As an industry leading employer, we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted invaluable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines. Code of Conduct The code of conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti-corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed. Overview Aebi Schmidt North America offers long-lasting, time-tested brands with product offerings that have depth and breadth in the snow and ice industry. All the products offered along with the core values and business philosophy allow us to be considered the perfect partner for Sourcewell participating entities. More information about our North American Business units participating in this quote: Swenson Spreaders LLC Swenson was established in 1937 in Rockford, Illinois area as the Cherry Valley Pulverizer Company by Exki Swenson. Mr. Swenson quicky expanded his product line to include truck-mounted spreaders for agricultural and municipal use. Swenson introduced the first hydraulically operated spreading system in 1 962 and the first ground speed regulated spreading mechanism in 1 967. These innovations started what has become the ever-increasing use of automation in snow and ice control. Meyer Products LLC Meyer's decades of innovation are a history lesson in the evolution of snowplows. Founded in 1926 in Newburgh, New York, the company later moved to Cleveland Ohio where it's still located today. In its early years, Meyer introduced the first hydraulic lift to the North American market and later invented power angling which enabled operators to move the plow blade left or right without having to leave the comfort of the cab. Today Meyer is the first choice of many private truck owners and contractors in the snow and ice industry. Monroe Truck Equipment Monroe Truck started in 1958 in Monroe, Wisconsin. Through years of growth and the hard work of employees across the Midwest, we are now one of the largest truck equipment manufacturing and upfitting companies in country - we are working towards many more decades of growth.	*
12	What are your company's expectations in the event of an award?	We intend to offer our Sourcewell contract to all member and non-member entities. It will be our lead contract over any current state contract that we hold. We will promote Sourcewell to encourage non-participating entities to become members. We expect to help customers get the products they want and need rather than what is lowest bid by means of this contract, and allow customers to purchase products that provide them with a lower total cost of ownership rather than the lower acquisition costs which most traditional bids offer. We intend to work with our contract administrator to provide training for our dealer network to help themself with the Sourcewell contract to their customers. We also intend to work in to Canada with CANOE and further expand our reach into that market. We will continue to promote the Sourcewell contract on our literature as we have with past contracts and on our websites and in our trade show booths.	*
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.	See attached 2025 SEC filings	*

14	What is your US market share for the Solutions that you are proposing?	Our industry does not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the snow and ice industry we are the largest in the market with around 30-35% market share in the United States.	*
15	What is your Canadian market share for the Solutions that you are proposing?	The industry does not report individually so an exact market share is not feasible. We feel for the solutions we provide in the snow and ice industry we provide about 10-15% of the products in Canada.	*
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 bankruptcy proceedings of any kind in last seven years	*
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?	We would be best described as a manufacturer and service provider. We have outside sales team members that are direct employees of the organization. 90% in some cases: we sell directly to the end users of the products and in some cases our salespeople work with our dealer/distributor network. The dealer network is all third party. We have partnered with select dealers that represent our brands in their local markets. We have strategically chosen those dealers/distributors for specific areas to have the most comprehensive coverage across the United States and Canada. Many of our dealers have been doing business with our organization for over 20 years.	*
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 licenses or certifications to do business. We do hold certifications of good standing in states that require them. We also have ISO certifications in many of our manufacturing plants.	*
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 suspensions or debarments have applied ever to an Aebi Schmidt Group organization.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Swenson, Meyer and Monroe Truck Equipment (celebrating 60-year membership in 2026) are active NTEA MVP status: This is an award for outstanding business practices and successful implementation of quality standards.	*
21	What percentage of your sales are to the governmental sector in the past three years?	85% of our sales have been from the governmental sector the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of our sales come from the educational sector the past three 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?	Sourcewell Snow & Ice - 062222-AEB - Swenson Spreader - $100k per year Sourcewell Snow & Ice - 062222-AEB - Monroe Truck Equipment - Average $18m per year in 2024 & 2025 Sourcewell Snow & Ice - 062222-AEB - Meyer Products - $500k per year Sourcewell Sweeper - 062425-AEB - Schmidt - $800k per year HGAC SM 10-20 Street Maintenance Equipment - M-B Companies - 900k per year South Dakota DOT Contract - Monroe Truck Equipment - 5 million per year Kansas DOT Contract - Monroe Truck Equipment - 5 million per year Nebraska DOT Contract - Monroe Truck Equipment - 5 million per year Illinois DOT Contract - Monroe Truck Equipment - 5 million per year Iowa OOT Contract - Monroe Truck Equipment - 5 million per year Washington State DOT Contract - Monroe Truck Equipment - 350k per year Utah DOT Contract - Monroe Truck Equipment - 650k per year Arizona DOT Contract - Monroe Truck Equipment - 225k per year New Mexico DOT Contract - Monroe Truck Equipment - 125k per year Montana DOT Contract - Monroe Truck Equipment - 250k per year Oklahoma DOT Contract - Monroe Truck Equipment - 750k per year Minnesota DOT Contract - Monroe Towmaster - 1.75 million per year Michigan DOT Contract - Monroe Truck Equipment - 3 million per year Indiana DOT Contract - Monroe Truck Equipment - 4 million per year New Jersey DOT - Monroe Truck Equipment - 1,5 million per year Pennsylvania DOT Contract - Monroe Truck Equipment - 250k per year Ohio DOT Contract - Monroe Truck Equipment - 1 million per year South Carolina DOT Contract - Swenson Spreader - 1 million per year North Carolina DOT Contract - Swenson Spreader - 1,6 million per year Texas DOT Contract - Swenson Spreader - 1,2 million per year Nebraska DOT Contract - Swenson Spreader - 350k per year	*
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?	We do not currently have any GSA or standing offer of supply agreements at this time: We have dealers/distributors that do have these contracts, but none are read by Aebi Schmidt directly:	*

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 *	
Illinois Department of Transportation	Clint Faugust	217-206-0185	*
South Dakota Department of Transportation	Brian Wacholz	605-228-7618	*
North Carolina Department of Transportation	Brad Watkins	919-835-8016	*

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.	Monroe Truck Equipment There are 4 outside salespeople across the United States responsible for the municipal dealer network (approx. 75 dealers), they work with 7 internal salespeople who help with the quoting process and customer service. Monroe's Municipal division also has 3 locations that sell directly to customers in Illinois, Wisconsin and Minnesota. There are 7 field salespeople in this portion of the organization that work with 9 internal salespeople, who provide customer service and work on quotes for customers. Swenson Spreader, LLC Swenson has 2 outside salespeople that are responsible for their dealer network (approx. 75 dealers) across the United States. They also have 4 internal salespeople that assist with customer services and quoting for their dealers. Meyer Products, LLC Meyer has 3 outside salespeople across the United States that are responsible for their dealer network (approx. 120 dealers) and they have 2 internal salespeople in customer service that assist their dealers as well. We have one of the largest and most robust sales forces in order to stay close to our customers and to provide them the service and support they need.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Aebi Schmidt has one of the largest snow and ice distributor networks. We have around 250 certified dealers across the United States and Canada.
28	Service force.	Our centralized field service team consists of 63 technicians that respond in person to customer warranty and field service cl aims. These technicians will diagnose the problem, order parts and perform the service necessary. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 5 in Canada. We also have a number of internal service people across our business units that accept incoming calls from customers and dealers to support them with ordering parts. We believe if we don't provide proper service and support that customer will not come back, we are looking for long-term customer/manufacturer partnerships to grow the business.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Most of our business is through dealer channels. Primarily orders will be handled by dealers/distributors. The dealers then in turn place an order with the factory. Many dealers' stock equipment and parts, but due to the nature of most units being custom, orders will be placed and manufactured when needed. In some cases, Monroe business in Illinois, Wisconsin, and Minnesota, the orders would be placed directly through our service centers.
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.	As a company we understand that service and support is what helps us get repeat orders. We put a tremendous amount of focus on making sure the customer has what they need for support. Our dealer channel is the first line of support for most customers of Aebi Schmidt. They understand that we have expectations for them as far as response times. Our dealers and customers both can contact the factory direct to speak to a customer service person anytime between the hours of 7:30 am - 4:30 pm CST. Our customer support team can work with our engineering team to solve any problems in an expedited manner. If parts orders are placed by 2:00 pm CST, the order will be shipped next day for in stock parts. Our goal is to resolve customer issues as quickly as possible and all 2700 employees in North America have the understanding that our customers come first and are always top priority.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully able and eager to offer products and services to Sourcewell participating entities.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and eager to offer our products to participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will be able to service all geographic areas.
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 can service any snow and ice customer in the United States or Canada.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions in Hawaii, Alaska, or US Territories
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	No terms of awarded master agreement extended to nonprofit entities

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.	Selling Strategy Once awarded, Aebi Schmidt will schedule sales meetings to train the inside and outside salespeople across all Aebi Schmidt brands on the specifics of the Sourcewell contract including pricing, the bidding process and other procedures. The sales team will be provided tools to effectively communicate the award to all dealers, contractors, nonprofits, and government agencies throughout the U.S. and Canada to ensure the success of the contract. Marketing Strategy Leveraging Aebi Schmidts current marketing strategy for its North America brands, the Sourcewell contract will be promoted through an aggressive multi-channel approach utilizing digital and traditional initiatives. Digital Strategy - Website Add content to Aebi Schmidts corporate and individual branded websites reflecting the award, adding the Sourcewell logo in high- traffic locations. - Create a Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information. - Optimize websites with key words and updated metadata as needed to increase search engine response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https//blog aebi-schmidt.com) Email marketing - Execute "onboarding" email campaign for all dealers and distributors - Series of emails that will educate the Aebi Schmidt North America dealer/distributor network on the Sourcewell award, its customers, and important contract information - Emails highlighting "good to know" contract information, products that are performing well on contract, and other relevant information so that our distributors can better serve Sourcewell members - Add Sourcewell logo on pre- and post-tradeshow email campaigns - Executive email campaign for all municipality/government sales contacts in CRM - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing - Emails highlighting distributor information and products performing well on contract Social - Celebrate and promote Sourcewell award through organic and paid posts on Facebook, Linked-In and Instagram channels across all brands - Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands. Traditional Strategy Trade Journal Advertising / Literature - Update product literature to include the Sourcewell logo In-dealership Merchandising - Create and distribute "in-store" materials to promote the Sourcewell award. Trade Shows - Include Sourcewell logo on signage at tradeshows - Support trade shows with pre-show mailers, emails, and other digital promotion - including social posts that include the Sourcewell logo Earned Media/Public Relations Strategy Aebi Schmidt will utilize unpaid, or earned, media to promote the Sourcewell contract. This includes garnering publicity in a variety of media outlets. - Media outlet follow-up announcing the award - Blog post with award announcement on Aebi Schmidt website (see website tactics) - Additional blog posts with "how to" and "best practice" information regarding the contract - Pitch stories for editorial placement in trade publications targeting snow and ice control for contractors and municipalities. We will also ask to work with our Sourcewell representative to schedule training sessions with our dealer network. We want to partner closely with Sourcewell to promote the program across our network. Attached in the document section will be a few examples of marketing materials.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Aebi Schmidt North America is supported with strong digital marketing strategies executed through corporate and brand websites, content marketing email automation, digital display and search ads, social media platforms, and emerging technologies. Key strategies and initiatives are detailed below. Content/Email Marketing – Creating valuable content is a key initiative for Aebi Schmidt. Offering value-added content geared to educating prospects and customers on relevant topics helps them better perform their jobs and endears them to Aebi Schmidt brands. Aebi Schmidt also intends to use content marketing in support of the distributor, dealer and municipal network by providing qualified leads through lead-generation tools such as data-capture forms. Automated Email campaigns are an offshoot of the content strategy and are often used in support of product-specific marketing and events such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action. Search Engine Marketing (SEM) – Aebi Schmidt North America has focused on improving search engine performance and ranking by optimizing (SEO) all its websites for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases with more strategic labeling of files etc., improvements have been realized in organic results. Digital Display Search and Banner Advertising – On a limited basis, Aebi Schmidt uses digital display and search advertising to help create awareness of products and special promotions. In-depth keyword research and search analytics are used to develop ad targeting to best reach audience segments at the optimum cost or bid. Additional websites with available advertising space that are relevant to target audiences may be used for banner ads. Social media-Aebi Schmidt North America and its brands leverage their presence on Facebook, Linked-In, You Tube, and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. Organic content is posted regularly and strategic paid social campaigns with highly targeted segmentation are used. Social media channels also represent a means for Aebi Schmidt customers and prospects to engage in two-way dialog.	*
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?	Sourcewell Promotion Sourcewell can support the promotion of contracts through regular communications to drive membership with Sourcewell and to inform existing members of new vendors and products on awarded contracts. Sourcewell can also provide vendors with marketing information that can be shared out through the variety of communication channels. Sales Process Throughout the length of the contract, the Aebi Schmidt North America marketing team will regularly communicate with the sales team regarding the contract to reinforce the information they received during training provided at beginning of contract. Reiterating the pricing, bidding process, and procedures will help the sales team keep Sourcewell top-of-mind. The sales team will schedule sales calls with dealers and public sector employee, including the top 200 municipalities from Aebi Schmidts CRM system to inform them of the Sourcewell contract and explain the benefits if they are not Sourcewell members.	*
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.	The parts.aebi-schmidt.com website has a customer login area of the portal where customers are able to find particular parts and place an order for Monroe Truck Equipment and Meyer Products. These orders are acknowledged internally, and an email is generated to the person who placed the order.	*

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.	We offer a program to municipal customers called Vprotect 365. This is where we offer to perform a 200-point inspection of their snow and ice truck. In the end we will provide a diagnosis with a list of parts for repair and the expected maintenance interval schedule. We will offer this for our customer that purchase a turnkey truck from our organization. This is optional. We also offer mechanic training programs and fleet maintenance programs from our service team. The costs will be l isted for Sourcewell members on the pricing sheets. Our regional salespeople also offer free training sessions that will be held at dealer locations that member entities can join. These are a combination of equipment and Sourcewell training to help member and non-member entities not only have a better understanding of the products, but also how to procure them.	*

42	Describe any technological advances that your proposed Solutions offer.	We offer many products that are more technologically advanced than the competition. Some of the products are: Para-Glide wing posts, the medium duty side dump body blade lights, Gen 4 RDS, and Gen 4 FFDS. Expanded Anti-ice liquid capacity on spreaders/combination bodies, and wedge tank anti-ice inserts for dump bodies. Literature and explanations for these products will be included in the documents section of the response. We also offer a spreader called the Evolution that offers controlled spreading of a 70/30 mix of dry and liquid material for increased efficiency and more effective melting. This helps customers save up to 35% of salt usage. We also offer a small Aebi unit that can be outfitted with a snowplow's blower or any other attachment that can scale hills with up to 45-degree inclines. The Aebi unit has a lower center of gravity and wider wheelbase has superior handling to any other machine in the industry, it is quite unique.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Aebi Schmidt has a full commitment to sustainability in our factories. The following green initiatives were utilized during construction of the North American corporate headquarters: Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7. 5 to substantially reduce heat loss through the floor. High efficiency windows in both buildings. Toilets and urinals with low GPF. (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units). Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time). All exterior lighting is LED controlled by a photo eye. VFD air compressors (variable speeds to supply the correct amount of air when required). State of the art Powder Coat system (the system uses energy only when required to perform a process). Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement). Multi-stream recycling compactor (cardboards papers plastic and glass can be recycled in the same container). All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30%. Our locations in Germany, Austria, Sweden, and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicle, device, and modules.	*
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.	Aebi Schmidt does not have any third-party issued eco label, rating, or certification, for the equipment that is included in this proposal. In an effort to be more sustainable we do offer electric powered spreaders and v-boxes to help protect the environment from harmful CO2 output. We are also working with chassis manufacturers to ensure that our equipment will work with the electric vehicles of the future. Ensuring that the PTO of these vehicles have the power necessary to work with plows and other attachments.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have the ability to offer turn-key truck packages along with a full-service team of field technicians to support when necessary. Not many companies in the field of snow and ice are able to offer that to their customers. We also offer service contracts and preventative maintenance audits as add-ons for our customers. Meyer products offer the longest warranty in the industry on their plows. They offer a 5-year manufacturer's warranty. This is 3 years longer than any of the competitors in the market. See warranty documents attached in the document section.	*
46	Describe any control layout and automation features such as joystick-based controls, integrated touchscreens, preset operating modes, or automated blade/broom/spray functions your solution offers to reduce operator workload and minimize repetitive motions.	Monroe I-Grip™ incorporates today's technology into a proportional single joystick which provides an industry-leading approach to hydraulic function control. The one-point-of-contact and one-point-of-control design provides the highest degree of operator comfort and system flexibility. See Attachment for additional detail	
47	Describe any high-visibility features such as reflective or LED plow markers or enhanced lighting packages your equipment offers.	Monroe and Swenson Universally mounted, the Air Blade Warning Light improves public safety by projecting a powerful amber or green light so drivers can have better visibility of snow removal equipment in harsh winter conditions. See literature in documents section	
48	Describe any protective guarding, emergency stop features, audible or visual alerts, or temperature-aware sensors your equipment offers.	Standard safety features are added to conform with industry standards regulations on all Aebi-Schmidt products.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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 re-sellers if available. Select all that apply.		(•) Yes ( ) No	Aebi-Schmidt is a publicly held company with some of our suppliers meeting this criterion.
50		Minority Business Enterprise (MBE)	( ) Yes (•) No	No current partnerships
51		Women Business Enterprise (WBE)	(•) Yes ( ) No	Great Lakes Metal Corporation, Bridgeview, IL is a supplier for Monroe Truck Equipment
52		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	No current partnerships
53		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	No current partnerships
54		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	No current partnerships
55		Small Business Enterprise (SBE)	( ) Yes (•) No	No current partnerships
56		Small Disadvantaged Business (SDB)	( ) Yes (•) No	No current partnerships
57		Women-Owned Small Business (WOSB)	( ) Yes (•) No	No current partnerships

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 *
58	Describe your payment terms and accepted payment methods.	Our preferred payment method is electronic funds transfer. We will also accept credit cards with a service fee of 3% on orders under $10,000, check payments and ACH transactions.
59	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section. After attending the Sourcewell H2O program and learning about NCL Government Capital we are interested in looking into working with them and their awarded Sourcewell contract.

60	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.	Standard documents include: Price quotation in approved Sourcewell format with our Sourcewell member number. We supply our standard terms and conditions with all quotes. Upon machine delivery we provide all warranty information and contact in formation of anyone who would be needed to be contacted for support included in the documents section is our standard terms and conditions documents along with our insurance documents.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for any parts orders. Most often our products are beyond the threshold of a y credit card or p-card so most often orders are placed via Purchase Order number and pai d through an EFT transaction.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All of our pricing provided shows a list price and the Sourcewell member price, which is discounted from the list. Pricing is uploaded in the documents section.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Monroe Truck Equipment is offering 20% discount off of list price. Swenson Spreader LLC is offering 15% discount off of list price. Meyer Products LLC is offering 20% discount on snowplows and 15% discount on spreaders. As a group Aebi Schmidt North America offers Sourcewell members a 10% discount off of list price for parts and accessories - most of these price lists are very comprehensive so they are not included in the documents.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis determined from our dealer channel and/or the factory.	*
65	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.	Each request for a sourced open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.	*
66	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.	Each request for a sourced open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. A customer can pick up and drive away as an option as well.	*
68	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. DSL and other orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The internal and external sales team is trained to follow a specific process when quoting per a Sourcewell agreement. After award a Sourcewell pricelist will be created, integrating the proposed discount to be applied to the list price. This process ensures compliance to agree upon Sourcewell contract terms when quote is converted to a sale.	*
71	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.	Order per month overall Sourcewell orders per month Sourcewell awards vs overall orders. Target vs Actual	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	As we have in the past, all entities within Aebi-Schmidt participating in this bid propose a continued 2% Administrative fee payable to Sourcewell.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	This is our most complete offering of products with our most competitive pricing.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	We are offering our full range of products available through our MB, Swenson, Meyer, Monroe and European factories that fit in the snow and ice category. We have products that fit every application of snow and ice removal in the industry. We are also offering our full line of OEM parts, third party parts and service programs. We are also offering our customers full turn-key snow and ice truck packages to allow the customer to have a one stop shop for their entire truck upfit.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the products we are proposing fall within the scope of the RFP. We don't have any subcategories at this time.	*

Table 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	
76	Plows	(•) Yes ( ) No	We offer many types	*
77	Blades	(•) Yes ( ) No	We offer many types	*
78	Wings	(•) Yes ( ) No	We offer many types	*
79	Blowers	(•) Yes ( ) No	We offer many types	*
80	Snow Removal Brooms	(•) Yes ( ) No	We offer many types	*
81	Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids	(•) Yes ( ) No	We offer many types	
82	Snow melting equipment	( ) Yes (•) No	We do not offer any type of snow melting equipment	
83	Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling	(•) Yes ( ) No	We offer many types	
84	Parts, supplies, accessories, and services related to the upkeep, repair, or maintenance of the offering of equipment described above	(•) Yes ( ) No	We have a centralized parts warehouse carrying spare part and replacement parts required for all of our snow and ice handling equipment. We also offer a large service team with technicians located close to our customers to provide maintenance upkeep and repair.	
85	Describe in detail any complementary and additional services included in your proposal for services such as snow and ice handling as a service, contracted work, or other services related to the snow and ice handling equipment offered. Provide details related to third parties involved and how the services are provided to agencies.	(•) Yes ( ) No	Aebi-Schmidt Snow & Ice entities offer on-line eCommerce on-line 24/7 solutions providing technical support for troubleshooting and repairing snow and ice handling equipment. Detailed schematics and drawings are easily accessed to help identify replacement parts along with detailed operation and maintenance guidelines.	

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

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell 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 Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	( ) Yes (•) 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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

- Pricing - Sourcewell Pricing_MTE Maintenance Vehicle__RFP 033126.zip - Monday March 23, 2026 09:27:05
- Financial Strength and Stability - Aebi Schmidt Group closed Q4 2025 with Adjusted EBITDA.zip - Monday March 23, 2026 09:26:10
- Marketing Plan/Samples - Aebi-Schmidt Marketing.zip - Monday March 23, 2026 09:30:57
- WMBE/MBE/SBE or Related Certificates - PACE-DBE.zip - Monday March 23, 2026 09:32:13
- Standard Transaction Document Samples - Transactional Data_MTE_Meyer.zip - Tuesday March 24, 2026 11:34:45
- Requested Exceptions (optional)
- Upload Additional Document (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. - Kurt Beyer, VP of After Sales North America, Aebi-Schmidt

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_4_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 20 2026 03:28 PM	☑	1
Addendum_3_Snow_and_Ice_Handling_Equipment_RFP_033126 Wed March 18 2026 09:58 AM	☑	1
Addendum_2_Snow_and_Ice_Handling_Equipment_RFP_033126 Mon March 16 2026 01:38 PM	☑	1
Addendum_1_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 13 2026 08:32 AM	☑	1