



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: ASH North America, Inc., d/b/a Aebi Schmidt North America
and M-B Companies

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

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

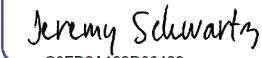
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

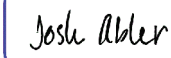
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 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:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/1/2025 | 1:53 PM CDT

ASH North America, Inc., d/b/a Aebl
 Schmidt North America and M-B Companies

Signed by:

 C121878647C1451...
 By: _____
 Josh Abler
 Title: Inside Sales Manager-MB Wisconsin
 Date: 7/1/2025 | 12:37 PM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: M-B Compaines, Inc.
Does your company conduct business under any other name? If yes, please state: WI
Address: 201 MB Lane
CHILTON, WI 53014
Contact: Bill Hecker
Email: josh.abler@aebi-schmidt.com
Phone: 920-898-1018
Fax: 920-849-2629
HST#: 39-1208304

Submission Details

Created On: Monday April 07, 2025 12:02:45
Submitted On: Tuesday May 06, 2025 12:06:28
Submitted By: Bill Hecker
Email: josh.abler@aebi-schmidt.com
Transaction #: 28ac94af-c526-4e36-ae56-ebc174386617
Submitter's IP Address: 147.243.245.52

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ASH North America, Inc	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	ASH North America, Inc. Assumed name - Aebi Schmidt North America d/b/a - M-B Companies Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	66234	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	201 MB Lane Chilton, WI 53014	*
7	Proposer website address (or addresses):	www.m-bco.com www.aebi-schmidt.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Josh Abler, Inside Sales Manager-MB Wisconsin josh.abler@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1011	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Abler, Inside Sales Manager-MB Wisconsin josh.abler@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1011	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Elizabeth Fry, Inside Sales Manager, M-B Companies, Inc - Pavement Division elizabeth.fry@aebi-schmidt.com 95 Blessing Dr. Muncy, PA 17756 570-599-1217	*

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.	Aebi Schmidt Group, headquartered in Frauenfeld, Switzerland, is a global leader in intelligent solutions for infrastructure maintenance and agricultural equipment. Its history spans over a century, rooted in innovation and strategic growth: 1883: Johann Ulrich Aebi founded a workshop in Burgdorf, Switzerland, initially producing turbines and sprayers, laying the foundation for Aebi's agricultural machinery expertise.	

1894–1910: Aebi evolved into an industrial enterprise, producing reapers and other equipment, marking its early focus on innovative solutions.

1920s–1930s: Schmidt, another core brand, was established in Germany, specializing in snow removal and municipal equipment. Meanwhile, Meyer Products (founded 1926 in New York) pioneered snowplows, and Swenson (founded 1937 in Illinois) began as the Cherry Valley Pulverizer Company.

1907: M-B Companies, a key subsidiary, was founded in Wisconsin, USA, by Otto and Fred Meili and Paul Blumberg, focusing on agricultural implements and later expanding into pavement marking and airport equipment.

Mid-20th Century: Aebi, Schmidt, and subsidiaries like Monroe Truck Equipment (founded 1958) grew through innovation and niche market focus, establishing strong reputations in municipal and airport maintenance.

2015–2024: Aebi Schmidt consolidated its portfolio through acquisitions, including Meyer Products (2015), M-B Companies (2018), Monroe Truck Equipment and Towmaster (2021), Oshkosh Snow Products (2023), and LADOG (2024).

Present: With over 3,000 employees, 14 production facilities, and a presence in 90+ countries, Aebi Schmidt generates ~EUR 1 billion in revenue (2024), driven by brands like Aebi, Schmidt, M-B, Meyer, Swenson, and ELP.

Core Values
Aebi Schmidt's core values are centered on sustainability, responsibility, and innovation:

Sustainability: A Group-wide commitment to economic, social, and environmental goals, implemented across the value chain. The 2018-launched Generation E program emphasizes zero-emission technologies like the eSwingo and eCleango sweepers.

Responsibility: Ethical operations are guided by a Code of Conduct addressing data privacy, environmental protection, fair competition, and anti-corruption, ensuring compliance with industry standards.

Customer-Centric Innovation: The company prioritizes reliable, high-performance solutions tailored to customer needs, supported by services like vProtect to maximize uptime and value.

Business Philosophy: Aebi Schmidt's business philosophy focuses on delivering "smart product systems and services" for mission-critical infrastructure and agriculture:

Total Solutions: The mission is to provide economic, safe, and traceable clearing solutions, enhancing customer performance through a diverse product range (sweepers, snowplows, pavement marking equipment).

Innovation-Driven: Rooted in Switzerland's innovative ecosystem, the company invests in R&D to develop cutting-edge, sustainable technologies, as seen in products like the MB7BT Bi-Directional Tractor.

Global yet Local: Operating globally with localized support through 16 sales organizations and dealer networks, Aebi Schmidt balances scale with tailored service.

Reliability and Service: Emphasis on quality, durability, and after-sales support, exemplified by global logistics centers in Germany and Wisconsin, ensures operational reliability.

Industry Longevity: Aebi Schmidt's longevity—over 140 years since Aebi's founding in 1883—stems from its adaptability, strategic acquisitions, and niche market focus. Brands like Aebi (1883), Schmidt (1920), M-B (1907), and Meyer (1926) have deep histories, contributing to 1,349 years of combined experience.

The company has thrived through economic cycles by: Specializing in high-demand sectors like municipal maintenance, airport operations, and agriculture. Continuously innovating, from early reapers to modern electric sweepers. Expanding globally while maintaining strong regional roots, particularly in Europe and North America.

Aebi Schmidt Group has evolved from a small Swiss workshop in 1883 to a global leader in infrastructure maintenance, driven by a legacy of innovation and strategic growth. Its core values of sustainability, responsibility, and customer-centric innovation, paired with a philosophy of delivering reliable, smart solutions, underpin its success. With over a century of industry longevity, Aebi Schmidt remains a trusted name in municipal, airport, and agricultural equipment.

12	What are your company's expectations in the event of an award?	We intend to use the Sourcwell contract to enhance our efforts to bring the latest technology and best products to the broadest range of customers throughout the U.S. and Canada, this will enable Sourcwell members to acquire that needed technology more efficiently and economically than using the time consuming and costly traditional bid process.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Aebi Schmidt Group exhibits strong financial strength and stability, underpinned by record revenue projections (EUR 1 billion in 2024) and a robust order backlog (EUR 1 billion+). Strategic moves, including acquisitions and investments in logistics and sustainability, enhance its market position and operational efficiency. Its global reach, diversified portfolio, and innovation focus further bolster fiscal resilience. Aebi Schmidt's financial metrics, backed by institutional support and a scalable operational framework, position it as a stable and growth-oriented player in the infrastructure maintenance sector. Please see uploaded current 2023 annual report page 3 for a financial overview.	*
14	What is your US market share for the Solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 15-20% in the U.S.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the market our share is 15-20% in the U.S.	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No, Aebi Schmidt nor M-B Companies has not petitioned for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aebi Schmidt North America is best described as a manufacturer (OEM) and services provider. Our sales team members are employees that work directly for our organization. That same for our service team members. We sell both directly to end users of equipment and to dealers for their distribution of our machines as well. All dealers are third party companies and independent from the Aebi Schmidt Group, but some have been dealers with our brands for over 20 years. Our sales organization works closely with the dealer network to ensure they are providing the best service to the end user.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require specific licenses or certifications to do business. We do hold certificates of good standing with states that require them. M-B Companies also hold ISO 9001 certifications (certificate in documents section)	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No, business entity part of the Aebi Schmidt group including M-B Companies has been suspended or had a debarment.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Two brands under our North America umbrella, Monroe Truck Equipment and their upfit centers have been recognized as MVP members by the NTEA organization. This designation recognizes companies for outstanding business practices and successful implementation of quality standards. These are the same business practices that all of our brands perform on a daily basis.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Government sales account for approximately 85% of the overall sales the past 3 years for M-B Companies Inc.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of total sales would be in the education sector the past three years.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	COSTARS - Municipal Work Vehicles - \$700,000 in annual sales HGAC - Airport Runway Snow Removal Equipment - No sales history HGAC - Street Maintenance Contract - \$900,000 in annual sales Minnesota State Contract - Snow Plow Truck Components - \$20m in annual sales Minnesota State Contract - Engine Driven Snow Blowers - \$300,000 in annual sales Sourcewell - Roadway Maintenance Equipment - \$5m in annual sales Sourcewell - Snow and Ice - \$9m in annual sales Sourcewell - Street Sweepers - \$500,000 in annual sales Sourcewell - Airport Runway - \$15m in annual sales Alaska, State of - State Equipment Fleet - \$5m in annual sales Minnesota, Maine, Ohio, Kentucky, Illinois, Nevada, New Mexico, and Virginia all have contracts in place to purchase MB Attachment brooms with a volume of \$100,000 or less annually.	*
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?	Our organization does not hold any GSA, or Standing offer and Supply Arrangements at this time.	*

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 *	
King, County of	Teresa Davis	206-263-9400	*
City of Hopkinsville, KY	Dave Herndon	270-890-0600	*
Indiana Department of Transportation	Kelly Land	317-234-1970	*
Illinois Department of Transportation	Mike Jorgenson	630-399-0621	
Missouri Department of Transportation	John Hayden	573-690-9405	

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

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

Line Item	Question	Response *	
26	Sales force.	Aebi Schmidt North America has a large cross functional sales team consisting of 35 outside sales people. Of those 35 outside sales people we have 5 sales people who are active specialists with the products supplied in the response. We have two sales specialists located in Canada and three in the United States. We also have a full staff of inside sales people (8) that support the new sales, after sales and order intake process. Three of those people specialize in parts and after sales of the equipment. All of our people involved in the sales of our pavement marking and attachment equipment are factory trained and knowledgeable about the products offered.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Aebi Schmidt North America has a vast dealer market across our brands. Our attachments business segment that manufactures brooms has over 100 dealers across North America. Our pavement marking machines are all sold direct to the end user. At times, we do also partner with chassis manufacturers as a local partner for the end user, when it comes to the pavement marking machines, but most scenarios our organization will deal directly with the purchaser of this equipment. The equipment is very customized based on the preferences and needs of the users and we feel it is best to have factory trained employees working directly with the end users. Your local MB Attachments dealer can be found at https://www.m-bco.com/distributor	*

28	Service force.	Our field service team consists of 14 individuals that respond in person to customer problems and perform service. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada. New Service center Web Link: https://www.aebi-schmidt.com/en-us/news/blog/2025/04/17/aebi-schmidt-group-expands-operations-with-new-upfit-service-center-in-minnesota/ After sales and service information can be found by at https://www.m-bco.com/after-sales-service We also have internal service support people who take service calls and support end users and dealers along with helping to order additional parts when necessary. Our brooms are serviced directly by local dealers (over 100 in North America) with factory support as a secondary resource.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Aebi Schmidt North America - M-B Companies organization would handle the entire order process for pavement marking units. M-B will provide the quote, accept a P.O., manufacture and upfit the equipment, deliver the product, and accept final payment. For the M-B Attachments broom products, M-B Companies will work with local dealers who will place the order with our team and they will deliver the units to the customer. These dealers are considered authorized retailers who will be trained and instructed how to price and process a request from a Sourcewell member.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We have a multiple levels of service for our equipment. First level for broom products is the dealer where the broom was purchased. First level for pavement marking machines is the factory. The dealers all have service and parts capabilities, have been factory trained and are reachable during normal business hours. We have an internal staff of 6 customer service personnel that field calls for service and troubleshoot via phone and virtual meetings. We can also be reached via Social Media and via our Websites 24 hours a day. The regional sales team members all can be reached on their mobile devices 24 hours a day. When on-site service is required, our field service personnel of which there are 16 of them (2 in Canada, 1 in Alaska, 13 in lower 48 United States) that can be dispatched to the customer to troubleshoot problems. We understand that our equipment often is mission critical and strive to provide 24 hour / 7 day support. We also have an internal documenting process within our CRM where we log customer inquiries and product concerns. Once an inquiry is logged into the system the customer receives an email and our quality team is notified as well. We track the progress of all of these "cases" in our system to ensure that our customers are receiving the proper support. Customers are updated as progress changes on their "case" by automated updates. We also use the information from these cases to improve internal processes, customer turn around times, customer satisfaction, track warranty claims, and identify potential defects of parts or manufacturing. All of which is reviewed on a monthly basis. In conclusion, Aebi Schmidt North America excels in providing service through its global network, advanced logistics, comprehensive offerings, and technology-driven solutions. With 16 sales organizations, key logistics hubs in Wisconsin and Germany, and specialized subsidiaries like M-B Companies, the company ensures rapid, reliable support for its sweepers, snow removal, pavement marking, and agricultural equipment. Its customer-centric approach, bolstered by service contracts and digital tools, minimizes downtime and maximizes performance, particularly in mission-critical applications. Aebi Schmidt's service infrastructure and expertise position it as a leader in the industry.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our salespeople are trained to help the customer identify what they need and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so the customers can avoid the cumbersome bid process. Aebi Schmidt North America has 20 in field salespeople across our business channels along with 16 technicians that promote the Aebi Schmidt North America brands products and services. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so that customers can avoid the cumbersome bid process. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities. We also are aware that not as many Canadian entities are actively using Sourcewell as a purchasing vehicle, but will continue to talk about the contract and offer it during every conversation. Our organization has 3 in field salespeople across Canada (2 are product specialists) along with 2 technicians that will be promoting all Aebi Schmidt North America products and services.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Aebi Schmidt North America can service all of the United States and Canada through the proposed contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Aebi Schmidt has no limiting factors that will prohibit us from fully serving all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Aebi Schmidt North America has no restrictions that would apply.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Aebi Schmidt North America would extend awarded master agreement terms to all 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.	Our marketing strategy for promoting Sourcewell is grounded in alignment between our sales, marketing, and business development teams. We begin by introducing and reinforcing the value of Sourcewell during our all-sales team meetings, emphasizing its relevance and strategic importance to our overall organization as requested. We utilize targeted marketing collateral, such as flyers and sell sheets, that clearly highlight Sourcewell in each footer where applicable. These materials are distributed both internally to our sales force and externally to our customers and dealer partners. In addition, we regularly include Sourcewell-specific content in our periodicals and digital communications to maintain visibility and reinforce its benefits across our dealer/customer base. We ensure Sourcewell is positioned as a viable asset tailored to the public sector and reflective of industry best practices.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Across our portfolio of brands, we consistently highlight Sourcewell as a key marketing element. Each of our brand websites includes a dedicated Sourcewell section or a redirect to a co-branded Sourcewell landing page, ensuring easy access to contract information and reinforcing our shared business relationships across all digital touchpoints. We leverage digital assets such as Sourcewell-integrated sell sheets, which are hosted on internal platforms for on-demand access by our sales teams. These materials are also optimized for distribution based on consumer requests and outreach activities. Digital platforms regularly promoting Sourcewell on targeted content via social media platforms include Facebook, Instagram, LinkedIn. These channels are used to highlight contract benefits while optimizing brand visibility within the public sector. Web links: https://www.m-bco.com/sourcewell https://www.swensonproducts.com/sourcewell/ https://www.meyerproducts.com/sourcewell https://municipal.monroetruck.com/sourcewell/ https://towmaster.com/government-contracts/
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?	In my view, Sourcewell has been outperforming all other cooperative contracts in the way of awareness and usage training. Sourcewell's role in providing this awareness and continued education will ensure a positive impact for both suppliers and participating agencies. Aebi Schmidt North America has integrated Sourcewell contract awareness first and foremost in salesperson training. When calling on customers or running targeted ad campaigns, Sourcewell is the first option and bid alternative promoted to potential customers to purchase the equipment or services wanted and/or needed.
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.	Currently, our complete product portfolio is not available through an e-procurement ordering system. Our business model does not currently support e-procurement integration for governmental or educational customers. Yet! We do have a launch planned for our new e-commerce platform in the fall of 2025. Currently, we work closely with our customers-through direct engagement with our sales team, dealer network, and digital resources-to ensure a streamlined, efficient, and responsive purchasing experience. Our dedicated contract support and Sourcewell partnership continue to offer simplified, compliant procurement pathways tailored to needs of public sector agencies.

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.	On the striping body, we offer operator and mechanic training. Typical startup training is 1 day. This training can be extended to meet the customer needs. At startup, the technician goes over the complete truck, pointing out each system to familiarize the operators with the functions. The tech will also oversee the crew loading the material into the unit, train on calibration of the timing system, provide field application training and finally will conduct maintenance and mechanic training. Initial startup training is included with every truck purchase. Additional training can be added and is included in the pricing documents. For our broom products the dealer will offer all the required training necessary at point of sale on these units. Our regional salespeople will provide further support at the customers request and can bring in a technical expert to also assist via phone or virtual meet at no additional cost to the customer. Web Link: https://www.m-bco.com/downloads/pavement-marking-equipment-maintenance-training

42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	Warranty Policy: Limited Warranty Limited Warranty: Subject to the limitations set forth herein, M-B Companies, Inc. Airport Snow Removal Products division ("M-B") warrants its products to be free from defects in material and workmanship for one year from the date of delivery of the product to its original owner. Parts shall have a ninety (90) day warranty. This warranty is not transferable without the written consent of M-B. Notice: M-B's obligations under this Limited Warranty are conditioned on M-B receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller. Remedies: M-B, at its option, will repair or replace, or provide a credit to the buyer for defective warranted items. If requested by M-B, products or parts for which a warranty claim is made shall be returned, transportation prepaid by M-B, to M-B's factory. Buyer shall not return any product for repair, replacement or credit without M-B's advance written consent. Other Manufacturer's Warranty: On products furnished by M-B, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to the buyer, if the said warranty is assignable. This includes any portion of said manufacturer's warranty which is longer than the M-B standard warranty. However, M-B does not represent or guarantee that the other manufacturer will comply with any of the terms of their warranty. Exclusions: Any improper use, operation beyond capacity, or substitution of parts not approved by M-B, or alteration or repair by others in such a manner as in M-B's judgment materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the owner, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune-ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage. The batteries, tires, rubber materials, brushes and material normally consumed in operation, are excluded from this warranty. Limitations of liability: M-B shall not be liable for any incidental, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs, transportation charges, and rental costs, in connection with the repair or replacement of defective parts, or lost time or lost profits or expense which may have accrued because of said defect. M-B disclaims all other warranties, whether expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is the exclusive remedy of buyer. This warranty cannot be extended, broadened or changed in any respect except in writing by an authorized officer of M-B. Notwithstanding anything in this warranty to the contrary, in no event shall M-B's total liability hereunder exceed the purchased price of the particular product. Warranty Registration Web Link: https://www.m-bco.com/warranty/product-registration-attachments Warranty Claim Web Link: https://www.m-bco.com/warranty/attachments/consumer
43	Describe any technological advances that your proposed Solutions offer.	All truck mounted pieces of equipment are custom which allows customers to add any advanced technology that they wish to be included. One specific technological advancement offered is the ability to add a Limntech GPS Striping Technology system. In our broom line, we offer a TKH angle broom that is equipped with hidden motors for a tool-less removal for brush replacement, parallel arms for effortless brush contact and oscillation for irregular surfaces.

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	The Aebi Schmidt Group is committed to going "green". The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters. Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container) All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30% Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules. Green Sweeper Web Link: https://www.aebi-schmidt.com/en-us/news/blog/2022/10/24/green-sweeping-crosses-the-pond/ Sustainable Production Web Link: https://www.aebi-schmidt.com/en-us/news/blog/2022/06/07/sustainable-in-production-too/ Road to Net Zero Web Link: https://www.aebi-schmidt.com/en-us/news/blog/2024/07/29/teaming-up-to-overcome-obstacles-on-the-road-to-net-zero/	*
45	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 Group holds significant eco-credentials through ISO 14001:2015 certifications (Germany, Netherlands, Switzerland), renewable energy certificates, and its Generation E program, which produces ECO and ZERO-rated products like the eSwingo 200+ and eCleango 550 sweepers. These efforts, recognized in projects like Madrid's 360° Strategy, align with environmental sustainability but do not include traditional consumer eco-labels like EU Ecolabel. The company's supply chain practices and logistics efficiency further support its eco-friendly operations, including for M-B Companies' pavement marking and broom equipment. Web Links: https://www.aebi-schmidt.com/en/contact/purchasing/ https://www.aebi-schmidt.com/en/about-us/aebi-schmidt-group/	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	M-B Pavement Marking and M-B Attachments reduce the carbon footprint compared to traditional asphalt repair equipment by leveraging precise application, eco-friendly materials, and efficient, on-site processes.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	Yes, M-B Pavement Marking equipment is specifically designed to have the ability to utilize environmentally friendly materials like Low-VOC paint and Alkyd, made from wood-derived resins,	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Ergonomic Features of M-B Pavement Marking Solutions M-B's pavement marking equipment, used for applying paint, thermoplastic, or epoxy on roads and airfields, integrates several ergonomic features to reduce physical and mental strain on operators, enhancing productivity and safety: User-Friendly Controls for Reduced Mental and Physical Strain: MB EL+ Paint Truck: The MB EL+ is described as having "easy-to-use controls" that require no Commercial Driver's License (CDL), simplifying operation and reducing the learning curve for operators. Intuitive control interfaces minimize cognitive fatigue by allowing operators to focus on the task rather than complex equipment management. This contrasts with traditional pavement marking trucks, which often have cumbersome, manual controls requiring constant adjustments, leading to mental strain over long shifts. Apollo Walk-Behind: The Model 3-10 and 3-11 walk-behind stripers feature an "air-operated control valve" and "hand-propelled or self-propelled drive" with "air regulators located in full view of the operator." These design elements reduce repetitive hand movements and ensure controls are easily accessible, minimizing awkward postures and wrist strain. The adjustable front wheel for straight tracking further reduces the physical effort needed to maintain alignment, unlike older walk-behind stripers that demand constant manual steering. Compact and Adjustable Design for Comfort: The MB EL+ is a "compact yet powerful striper," designed for edge and center-line striping on various road types. Its compact size likely reduces the physical effort required to maneuver the vehicle, especially in tight urban environments, compared to larger, traditional truck-mounted stripers that can be fatiguing to navigate. The Apollo Walk-Behind's dimensions (Height: 36 in., Width: 24 in., Length: 40 in.) position controls and paint guns at ergonomic heights (within the 30–40-inch range recommended for minimal strain), reducing bending or reaching. The "front right paint gun location" ensures operators can maintain a natural posture while applying markings, unlike traditional walk-behind units where paint guns may be awkwardly placed, causing shoulder or back strain. Vibration and Shock Reduction: The Model 3-10 and 3-11 feature an "anti-vibration mounting platform," which dampens vibrations transmitted to the operator during operation. This is critical for walk-behind equipment, as prolonged exposure to vibrations can cause hand-arm vibration syndrome (HAVS) or upper body fatigue. By contrast, traditional pavement marking equipment often lacks such features, exposing operators to higher vibration levels, especially on uneven surfaces. For truck-mounted solutions like the MB EL+, the inclusion of modern suspension systems (inferred from industry standards and Aebi Schmidt's focus on operator comfort) likely reduces shocks from driving over rough terrain or dock plates, minimizing fatigue compared to older trucks with rigid chassis designs. Operator Safety and Comfort Features: Pneumatic Tires with Bearings: The Apollo Walk-Behind models use pneumatic tires with bearings, which improve maneuverability and reduce the physical effort required to push or guide the equipment. This contrasts with traditional walk-behind stripers that may use solid wheels, increasing resistance and operator strain. Safety Air-Release Valve: Set at 65 PSI, this feature on the Apollo models ensures safe operation, reducing the cognitive load of monitoring pressure levels, which can contribute to mental fatigue in traditional equipment lacking automated safety mechanisms. Dual 55-Gallon Drums with Tie-Downs (MB EL+): The secure drum storage system minimizes the need for operators to manually handle heavy paint drums during setup or refilling, reducing the risk of back injuries compared to traditional stripers where manual drum handling is common. Efficiency Features to Shorten Work Time: M-B's equipment is designed for "precision and efficiency," expediting striping operations and reducing the time operators spend on physically demanding tasks. For example, the MB EL+'s standardized design and "work-ready" configuration allow for quicker setup and operation, minimizing prolonged exposure to repetitive tasks that cause fatigue. The Apollo Walk-Behind's self-propelled option (Model 3-11) reduces the physical effort of pushing the unit over long distances, unlike traditional hand-propelled stripers that require continuous exertion, leading to leg and back strain. Comparison to Traditional Pavement Marking Equipment Traditional pavement marking equipment, such as older truck-mounted stripers or manual walk-behind units, often lacks ergonomic considerations, leading to higher operator fatigue and strain: Complex Controls: Traditional stripers frequently require manual adjustments for paint flow, pressure, and alignment, increasing cognitive and physical effort. M-B's intuitive controls and automation (e.g., air-operated valves) reduce these demands. Heavy, Bulky Designs: Older truck-mounted units are larger and less maneuverable, requiring more effort to navigate, while M-B's compact designs like the MB EL+ enhance ease of use. High Vibration and Noise: Traditional equipment often lacks vibration-dampening features, exposing operators to HAVS or fatigue. M-B's anti-vibration platforms and modern designs mitigate these risks. Manual Material Handling: Traditional stripers may require operators to lift heavy paint drums or adjust equipment manually, increasing the risk of musculoskeletal disorders (MSDs). M-B's secure drum systems and efficient designs minimize such tasks.
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49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	To enhance operator safety while using M-B pavement marking equipment, fire prevention protocols include pre-operation inspections, safe material handling, ignition source control, and regular maintenance, leveraging features like the Apollo's safety valve and MB EL+'s secure drum storage. Fire handling involves quick equipment shutdown, extinguisher use (ABC or CO2), and clear emergency communication, supported by OSHA-compliant evacuation plans. PPE includes hard hats, safety goggles, hearing protection, chemical/heat-resistant gloves, flame-resistant clothing, high-visibility vests, safety boots, and respirators, inspected and maintained per OSHA and NIOSH standards.
50	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?	Aebi Schmidt North America, through M-B Companies and other brands, offers Sourcewell participating entities unique attributes, including streamlined procurement via contracts (080521-AEB, 062222-AEB), innovative products like the MB EL+, Apollo stripers, and eSwingo sweepers, and sustainable solutions backed by ISO 14001:2015. Comprehensive service, global logistics, and a century-plus of experience ensure reliability, while customer-centric innovation addresses diverse needs. These attributes save time, reduce costs, and enhance infrastructure maintenance for government, education, and nonprofit organizations, making Aebi Schmidt a trusted Sourcewell partner. Aebi Schmidt North America, through its subsidiary M-B Companies, offers advanced features and comprehensive services for our pavement marking equipment, designed to enhance performance, durability, and operator efficiency while meeting the needs of Sourcewell participating entities: Schmidt Air Dryer: Our equipment includes the option of a Schmidt air dryer with an industry-leading capacity of 800 cubic feet per minute (CFM). This high-performance dryer prevents clumping of glass beads during application and maintains dry components, significantly reducing the risk of machine corrosion. Modular Design for Maintenance: We utilize bolted connections for railings, steps, and pump mounts, facilitating easy removal and maintenance. Unlike competitors who often weld these components to the trailer, our design simplifies access and servicing, minimizing downtime. Tool-Free Plumbing System: Our machines feature a plumbing process for piping, eliminating the need for threaded connections. This design allows for tool-free disassembly and reassembly during cleaning or maintenance, reducing labor time and eliminating the risk of cross-threading. Flush-on-the-Fly System: Our paint stripers are equipped with a flush-on-the-fly system, enabling operators to clear plugged spray gun tips from within the cab. This innovation enhances operator safety and efficiency by eliminating the need to exit the vehicle for manual adjustments. On-Site Technical Support: Aebi Schmidt North America is among the few providers offering a dedicated team of field technicians available for on-site repairs. This service ensures rapid resolution of issues, minimizing operational disruptions for customers. Year-round maintenance, Winterization, and Refurbishment Services: We provide comprehensive winterization and refurbishment packages for our pavement marking machines. These services extend the operational life of the equipment, delivering long-term value and reliability to our customers. Comprehensive Sales and Service Network: As a one-stop shop, we offer extensive sales and service support for all our equipment. Our robust internal sales and service team, combined with one of the largest dealer networks in North America, ensures seamless access to parts, maintenance, and technical expertise tailored to customer needs.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Attached you will find documentation and a letter of our intent.	*
52		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Qualified Supplier utilized by M-B Companies Inc. when applicable: Shelby	*
53		Women Business Enterprise (WBE)	☒ Yes ☐ No	Qualified Supplier utilized by M-B Companies Inc. when applicable: Prop Shaft Supply Industrial Nameplate JTD Molded Dimensions	*
54		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	Qualified Supplier utilized by M-B Companies Inc. when applicable: Industrial Nameplate JTD	*
55		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Qualified Supplier utilized by M-B Companies Inc. when applicable: Jay MFG. Connector Concepts	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	The M-B Companies has over the past several years sent out solicitations to our supply base inquiring and encouraging our suppliers to participate in the Disadvantaged Business Enterprise (DBE) program.	*

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

61	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers by promoting the use of the Sourcwell awarded NCL Government Capital. NCL Government Capital provides flexible, customized financing solutions to empower state and local government, education and tribal nations to build a better tomorrow. We strive to partner with and educate clients on the intricacies and advantages of municipal financing options.	*
62	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.	A pavement striping build sheet will be used to price out the options for the customer in line with the pricing included in this proposal. All the terms and conditions will be included in the formal quote. Once the build of the unit is agreed upon, the customer will then provide a P.O. documenting their intent to purchase the unit. Upon delivery of the machine, we will provide all of the service details, warranty information and contact information of team members that will be able to assist in the future. Build sheet and standard terms and conditions documents are included in the document section.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept credit cards for orders up to \$10,000 with no additional fees. Most often these type of units are put out to bid and purchased via a P.O. and paid for through a check or wire transfer.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing documents are attached in the documents section. We are offering our standard list pricing with Sourcwell customers receiving a discount from that list price.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcwell customers receive 15% discount from list price on MB Attachments whole goods and parts. Sourcwell customers will receive a 5% discount off of list price for MB Pavement machines and parts.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	5% discount on two or more identical pavement marking units ordered and delivered together. 5 or more MB Attachment Broom units ordered together receives an additional 2% discount from Sourcwell pricing.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Aebi Schmidt will provide a quote to the customer for special or non-standard options.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Customers will either supply their own chassis to install pavement equipment on to or we can provide a chassis of the customer's choice at cost plus 5%.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted striping equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. Customer pick up and drive away is an option as well.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via sea or expedited air freight if required.	*
71	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 options available while on site at the plant.	*

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

Table 6B: Pricing Offered

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

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

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

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	☐ Yes ☒ No	Not offered.	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☐ Yes ☒ No	Not offered.	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☒ Yes ☐ No	Large variety of asphalt brooms offered.	*
81	Pavement marking application and removal equipment	☒ Yes ☐ No	Large variety of pavement marking equipment offered.	*

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

Line Item 82. 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](#) - Pricing.zip - Tuesday May 06, 2025 10:23:31
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday May 05, 2025 21:32:40
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Monday May 05, 2025 21:29:19
- [WMBE/MBE/SBE or Related Certificates](#) - WBE-MBE-SBE.zip - Monday May 05, 2025 21:44:05
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Monday May 05, 2025 21:39:27
- 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. - Joshua Abler, Inside Sales Manager - MB Wisconsin, M-B Companies, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1