

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: Bucher Municipal North America**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bucher Municipal North America, 105 Motorsports Road, Mooresville, NC 28115 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
 - 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

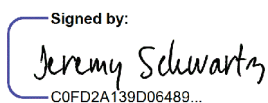
control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

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

062425-BUC

- 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: 10/27/2025 | 9:07 AM CDT

Bucher Municipal North America

DocuSigned by:

707C97D69C134CC...

By: _____

Todd Parsons

Title: General Manager

Date: 10/27/2025 | 9:01 AM CDT

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

Vendor Details

Company Name: Bucher Municipal North America

Does your company conduct business under any other name? If yes, please state: NORTH CAROLINA

Address: 105 Motorsports Road
Mooresville, NORTH CAROLINA 28115

Contact: todd parsons

Email: todd.parsons@buchermunicipal.com

Phone: 936-499-7689

Fax: 704-658-1333

HST#: 45-0668459

Submission Details

Created On: Saturday June 14, 2025 13:55:07

Submitted On: Saturday June 21, 2025 11:37:33

Submitted By: todd parsons

Email: todd.parsons@buchermunicipal.com

Transaction #: 7de9cf41-7dc8-4241-8dbf-e3e9169af024

Submitter's IP Address: 147.243.206.213

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.	Bucher Municipal North America	*
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).	N/A - All equipment / delivery of Solutions will be through Bucher Municipal North America	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	
6	Proposer Physical Address:	105 Motorsports Road Mooreville, NC 28115	*
7	Proposer website address (or addresses):	www.buchermunicipal.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):	Todd Parsons - General Manager 105 Motorsports Road Mooreville, NC 28115 todd.parsons@buchermunicipal.com Phone# - 704-658-1333 ext.105	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Todd Parsons - General Manager 105 Motorsports Road Mooreville, NC 28115 todd.parsons@buchermunicipal.com Phone# - 704-658-1333 ext.105	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Bucher Municipal (BM) is the world's leading manufacturer of vehicles and equipment for street cleaning and sweeping operations on both public and private roads. With over 93 years of experience, BM is the largest sweeper manufacturer globally. Our extensive range of sweepers is sold in more than 80 countries and is supported by advanced remote digital services. The BM product portfolio consists of sweepers from (2) ton GVW compacts to large truck-mounted commercial units. With thousands of BM sweepers operating around the world, we gain unparalleled insights that allow us to deliver the most effective sweeping solutions – “First Pass Sweeping” and continuously improve productivity and product lifespan. To meet the demands of a wide variety of applications and the toughest cleaning challenges, BM relies on state-of-the-art manufacturing and engineering facilities. These centers are dedicated to designing and building sweeping solutions that deliver best-in-class performance, reliability, durability, and quality. This commitment to excellence is why BM sweepers are the first choice for end-users who require dependable, efficient and productive sweepers.</p> <p>Our mission is to systematically align our activities and resources with customer needs—a mission expressed in our motto: "Driven by Better". This motto reflects our dedication to continuous innovation, including the development of advanced electric/hydraulic drive systems, autonomous operation and fully electric sweepers. Equally important is our commitment to environmental responsibility. We invest heavily in minimizing our ecological footprint by examining every process to prevent or eliminate potential environmental harm.</p> <p>See an example of one of Bucher's technological advancements - "Bucher Connect". A comprehensive future-proof solution in managing, planning and maintaining public works vehicles -> See attached brochure "BM Bucher Connect".</p>	*
12	What are your company's expectations in the event of an award?	<p>To simplify the purchasing process for Bucher Municipal (BM) sweepers for both end users and our dealer network. Our aim is to ensure end users receive the products that best meet their needs based on their particular application with minimal hassle and at the best possible value.</p> <p>By partnering with Sourcewell, we eliminate the requirement to select the lowest bid, allowing customers to focus on quality, performance, and long-term value. As a Sourcewell vendor, Bucher Municipal seeks to achieve a 20% increase in sales as compared to previous year in Sourcewell sales by streamlining access to our sweeper solutions and strengthening our position in the market.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Included with our response is the most current annual report of Bucher Industries which Bucher Municipal is one of five (5) operating divisions.	*
14	What is your US market share for the Solutions that you are proposing?	<p>Compact Sweepers - 29%</p> <p>Chassis Mounted Vacuum - 54%</p> <p>Chassis Mounted Regenerative Air - 17%</p> <p>Chassis Mounted Mechanical - 26%</p> <p>Fully Electric - 31%</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Compact Sweepers - 21%</p> <p>Chassis Mounted Vacuum - 54%</p> <p>Chassis Mounted Regenerative Air - 31%</p> <p>Chassis Mounted Mechanical - 19%</p> <p>Fully Electric - 33%</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No	*

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?	Bucher Municipal (BM) is best described as a manufacturer utilizing "two-distribution". In essence, two-step distribution allows BM to focus on our core competency – production – while leveraging the expertise and infrastructure of specialized distributors to efficiently reach a wider market and provide valuable services to end users. Bucher Municipal (BM) employs (5) Sales Managers for North America and additionally (5) service and tech managers. All of these field personnel have over 68 years in the sweeper industry. They are located strategically within North America. Bucher Municipal utilizes a dealer network of (38) independently owned dealerships that are carefully selected, authorized and trained to sell Bucher Municipal sweepers. Our dealer network also includes coverage of all provinces in Canada.	*
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.	There is no licensing requirements needed for BMNA to pursue the business under this Sourcwell RFP.	*
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.	Not Applicable	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The all-electric compact sweepers Bucher CityCat VR50e and V20e have received German Innovation Award 2023 as a "Winner" in the category 'Excellence in Business to Business – Automotive Technologies' and German Design Award 2023 "Gold" in the category 'Excellent Product Design Utility Vehicles'.	*
21	What percentage of your sales are to the governmental sector in the past three years?	on average 85%	*
22	What percentage of your sales are to the education sector in the past three years?	on average 4%	*
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?	H-GAC - the average the past 3 years is \$1.8mm 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?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
St.George, UT	Joseph Robinson	435-627-4020	*
South Hadley, MA	John Broderick	413-538-5033	*
South Windsor, CT	Marco Mucciacciaro	860-648-6366	*

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.	<p>Bucher Municipal (BM) employs five (5) Regional Sales Managers who are stationed in every region of the United States and assigned to develop and advance Bucher Municipal sweeper sales for all of the States and Canada, as well as our (38) independent authorized dealers.</p> <p>The sales managers work with the BM authorized dealers to provide educational training of how the Sourcewell sales process works</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Bucher Municipal (BM) utilizes two step distribution by way of (38) independently owned dealers who have been vetted, trained and authorized to sell Bucher Municipal sweepers. Additionally, annual continuing education is prerequisite to keep the Bucher line of sweepers and is non-negotiable stipulation.</p> <p>BM dealers offer a combination of afterhour service and online parts support which gives end users the service required to avoid costly downtime. Most dealers also offer some form of mobile service, which provides on-site service.</p> <p>Dealer techs are factory trained on the service and support of the products offered in this RFP.</p>	*
28	Service force.	Bucher Municipal employs five (5) Service and Tech Managers who are responsible for training all the North America Bucher dealers with respect to start-up, in-service, warranty protocols, preventive maintenance and service related to repairs along with operator training. Bucher Municipal's dealers are required to have two (2) certified Bucher trained service personnel employed at all times.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once the configuration of the sweeper is finalized, the Bucher Municipal dealer network initiates a Sourcewell order using a customized price and build sheet. This document is signed by the end user and then submitted to Bucher Municipal to begin the manufacturing process.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service requests for Bucher Municipal (BM) products are initially handled through the authorized dealer network. If all known remedies have been applied without resolving the issue, dealers are required to engage a factory service technical manager within 48 hours of the initial notification.</p> <p>Additionally, BM offers Contract Plus—a post-sale service program that provides a comprehensive range of affordable maintenance packages. These packages help end users accurately forecast operational costs and ensure ongoing performance reliability.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Bucher Municipal (BM) can easily provide our products and services to every state in the US. This is accomplished with (38) strategically located dealers and (10) full time sales and service personnel. These resources will allow BM to promote within each trade area the advantages of Sourcewell procurement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bucher Municipal (BM) is well-positioned to serve every Canadian province through a robust network of (5) authorized dealers and 10 full-time sales and service personnel. This national presence enables Bucher to effectively promote the benefits of Sourcewell procurement across all Canadian trade areas, ensuring accessible, reliable support and streamlined purchasing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bucher Municipal serves all of North America including Canada and US territories. No restrictions.	*
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.	Bucher Municipal will serve all Sourcewell member entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There is no restrictions or special requirments for Hawaii, Alaska or US Territories for Bucher Municipal to sell and serve these entities. BM has authorized dealers who are assigned to these states and territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Bucher Municipal will serve all Sourcewell member entity sectors.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Bucher Municipal's Marketing and Outreach Strategy for Sourcewell Contract:</p> <p>To maximize visibility and engagement around the Sourcewell contract, Bucher will implement a multi-faceted communication and marketing strategy across our entire dealer network. This includes:</p> <ul style="list-style-type: none"> • Broadcasting Announcements: Distribute news releases and contract announcements to all dealers and stakeholders. • Web Integration: Prominently feature the Sourcewell contract on the Bucher website and establish direct crosslinking to the Sourcewell site. • Marketing Collateral: Develop comprehensive promotional materials that empower our dealer network to effectively market the benefits of the Sourcewell contract. • Trade Show Presence: Highlight the Sourcewell contract at all major national and state trade shows with branded displays and messaging. <p>The central campaign message will be: "Ask Us Why Co-Op Purchasing" is the Easiest and Fastest Way to Get the Most Value When Buying a Street Sweeper."</p> <p>Strategic Focus: Bucher has identified that the highest return on investment—both in terms of time and resources—comes from targeting state and county-level tradeshow and conferences, such as:</p> <ul style="list-style-type: none"> • APWA (American Public Works Association) events • State Municipal Leagues and similar regional associations <p>These events consistently seek informative and engaging speakers. We have already seen strong success in leveraging these platforms to share thought leadership, highlight product innovation, and promote cooperative purchasing benefits.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Bucher Municipal is highly active on LinkedIn, Facebook, and through SEO on our own website.</p> <p>We leverage these channels to consistently announce, promote, and reinforce every aspect of our business. Our strategic use of social media enables us to clearly communicate with and educate our dealer network along with vertical markets on a regular basis.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Bucher Municipal (BM) – Strategic Collaboration with Sourcewell -</p> <p>BM views Sourcewell as a vital collaborative resource for the support, education, and promotion of cooperative purchasing across our organization and dealer network.</p> <p>To ensure alignment and drive continuous improvement, we propose conducting biannual joint marketing and sales growth reviews. These sessions will allow both organizations to evaluate progress, share insights, and align on future strategy.</p> <p>As part of our commitment to this partnership, BM will fully integrate the Sourcewell contract into our monthly Sales Manager training and educational programs. Additionally, we will roll out a structured training initiative across our dealer network to emphasize the key advantages and benefits of utilizing the Sourcewell contract.</p> <p>Our sales approach will be centered on cooperative purchasing, with every initial customer contact starting by addressing the core question: "Why Co-Op purchasing?" This messaging will help set the tone and reinforce the value proposition from the outset.</p> <p>To jump-start this initiative, we propose partnering with Sourcewell to conduct regional "kick-off" meetings. These events would bring together our Sales Managers and their respective dealers for focused training, knowledge sharing, and strategic alignment on the Sourcewell Co-Op purchasing model.</p> <p>We believe this proactive and collaborative approach will set a strong foundation for mutual success.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

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

Line Item	Question	Response *	
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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.	Bucher Municipal offers a Training Plus program which is standard with the initial start up and in-service event. This training includes preventive maintenance, operation techniques, in shop repairs and diagnostics. Once the sweeper reaches 250 hours a certified factory tech visits the end user to assist in the first service interval. The purpose of this visit is to do follow-up training and appraise the end user satisfaction of the sweeper. Bucher Municipal offers quarterly operations and service training. The unique approach we take is we can conduct the training at the Bucher facility or at the end user's location. There is never any costs incurred by the end user for continuing education and training.	*
42	Describe any technological advances that your proposed Solutions offer.	Bucher Municipal utilizes a CANbus system that constantly monitors the sweeper's performance. This system allows the operator to customize set-up preferences and captures operating data for regular evaluation and comparison. Bucher Connect is a digital service platform that provides remote diagnostics. This platform is networked to Bucher tech service to simplify discovery of faults and supply a quick resolution. This first pass diagnostic service platform significantly improves up-time. See attached brochure. *Electrification of 1/2 of Product line. *Single Engine Configuration - Chassis mounted sweeper with hydro static transmission. *Smooth Flow Air Technology - A new fan and air ducting system design dramatically increases machine efficiency to give the following key benefits: 1. Advanced Sound Attenuation - 7% Reduction in Noise. 2. 40% improvement in vacuum / pick-up performance. 3. 30% Reduction fuel consumption. See attached Brochure.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the heart of our entire business and throughout the organization. At Bucher it means turning to sustainable solutions that can fulfill our basic demands while taking into account CO2 emissions, noise pollution and energy and water consumption. Bucher Municipal has made it a priority to offer electrification to lessen the carbon footprint. To attain a greener environment Bucher is focusing on reducing noise and air pollution and putting emphasis on recycling operational water in our equipment. Our commitment to a sustainable environment is evidenced by Bucher Municipal being the first sweeper manufacturer to be awarded the ISO14001. Four (4) of Bucher's sweeper essentially 100% recyclable.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO9001 - Bucher Municipal first sweeper manufacturer in the industry to achieve ISO9001 reinforcing Bucher's continual commitment to excellence in product quality and performance. ISO14001 - Bucher Municipal continues to focus on our commitment to the environment by securing ISO14001. ISO - 45001 for Occupational Health & Safety completing the suite of standards. ISO5001 certifying our Energy Management systems adhere to the highest design and manufacturer standards for outdoor surface cleaning equipment.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. Only sweeper manufacturer to provide a unmatched 2 year/2000hour standard warranty. 2. Only sweeper manufacturer that has a true Lifetime Warranty on the Stainless steel debris bodies and water tanks without proration at no additional cost. 3. Only Sweeper Manufacturer to provide 5 year warranty on the Fan drive system. 4. Bucher Municipal's energy efficient direct drive fan system reduces fuel consumption up to 40% as compared the industry benchmarks. 5. Electrification - 1/2 of sweeper product line. 6. Single Engine Configuration - chassis mounted with hydro-static transmission. 7. Bucher Municipal incorporates a full line of sweepers that allows us to determine application in a very consultative and clinical way. 8. Exclusive "First Pass Sweeping" by engineering high pressure water at the point of cleaning. 9. Simultaneous Sweep - a feature that allows for ALL sweep gear to operate at the same time.	*
46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	All of Bucher Municipal sweepers are warranted for two (2) years/ 2000 hours. This standard warranty is unmatched in the industry. It is a no hassle, all-inclusive full machine warranty. Attached warranty statement. During the warranty period Bucher Municipal either replaces or repairs all parts and/or major components. Bucher Municipal provides geographic coverage for warranty events, maintenance and repairs to all regions of the US and Canada with authorized trained personnel. Bucher Municipal offers a Contract Plus service after the sale which provides a comprehensive range of affordable contract maintenance packages that will enable the end user to accurately forecast cost of operation. Additionally, Bucher Municipal offers a digitally connected service platform called "Bucher Connect" that brings remote diagnostics to the entire line of Bucher sweepers	*

47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	All OEM component's warranty are covered with their respective warranty policies. e.g. Chassis, auxiliary engines, transmission etc. All OEM warranties are for a minimum of two (2) years.	*
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Many of Bucher Municipal's dealers are Minority and women owned. BM has not pursued authorization from the respective dealers to disclose.	*
49		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
50		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
51		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
52		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
54		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
55		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
56		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	30 days net ...check or wired funds.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	Bucher Municipal exclusively uses the services of NCL Government Capital for all of it municipal leasing needs. The advantages we convey are: Deferred Payments For 12 Months including ZERO DOWN, FLEXIBLE PAYMENT options and non-appropriations clause that allows for lease termination without penalty.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A customized Price and Build sheet will be implemented with our Sales Managers and Dealer Network. The standard transaction documents are uploaded in the Price page section.	*

60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No ...not at this time. Bucher Municipal has never been asked by any entities to utilize this form of payment	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Bucher Municipal utilizes a standardized Price and Build template to configure the option content and pricing for each sweeper unit. This pricing model incorporates the 15% discount off list price provided through the Sourcewell cooperative purchasing agreement.</p> <p>The Bucher/Sourcewell Price and Build Sheets have this 15% discount already integrated into the listed prices, ensuring transparency and consistency in pricing. These sheets will be uploaded and made available as part of the procurement documentation.</p>	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount from List Price	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts are considered on a case-by-case basis and are not automatically applied. Each decision takes into account multiple factors, including but not limited to:</p> <p>Number of units requested</p> <p>Purpose-built vs. chassis-mounted configurations</p> <p>Special or non-standard terms and conditions</p> <p>Delivery timelines and expectations</p> <p>Degree of customized option content</p> <p>These discounts are evaluated individually to ensure they align with project requirements and operational capabilities.</p>	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Nonstandard or custom one off engineered options are priced at cost plus 20%.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Bucher's total cost of purchase is all inclusive. There are NO after the fact expenses.</p> <p>The only additional cost is freight.</p>	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is a flat rate, priced regionally and by type of transportation ..flat bed or drive away service.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the number of entities involved in the logistics process—and considering the end user's preferred method of shipment—freight and delivery costs must be quoted separately. These factors introduce variability that prevents the application of standard shipping rates. As such, all freight-related charges will be provided as part of a formal quote, tailored to the specific delivery requirement	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>At Bucher Municipal, we use a "4-eye" principle for internal self-auditing, meaning that two individuals must independently review and verify key processes and procedures.</p> <p>For Sourcwell-related transactions, we elevate this to a "6-eye" approach involving three key roles:</p> <p>*Operations Manager</p> <p>*General Manager</p> <p>*Controller</p> <p>Sourcwell Compliance Workflow:</p> <p>Securing the Sale: Once a Sourcwell sale is secured, a custom price and build sheet is created. This document includes Sourcwell member and Bucher's vendor numbers.</p> <p>First Review – Operations Manager: The completed build sheet is reviewed and vetted by the Operations Manager, who signs off by initialing the document.</p> <p>Second Review – General Manager: The document is then passed to the General Manager for a second round of vetting and initialing.</p> <p>Final Review – Controller: The Controller performs the final review, flags the transaction as Sourcwell-compliant, and records it in the Sourcwell ledger.</p> <p>Payment Tracking: All Sourcwell transactions are compiled in the ledger for quarterly payment processing.</p>	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Bucher Municipal's Sales Managers have sales goals and will monitor the use and success of the Sourcwell Contract with the following metrics:</p> <p>How many Sourcwell proposals/quotes were presented? How many Sourcwell sales were secured when proposed? Isolate the above two metrics per dealer and region. How long was the sales cycle with a Sourcwell sale?</p>	*
71	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell 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.	Bucher Municipal proposes a 2% fee on all equipment, products and services sold. The Sourcwell contract we have held is very popular and frequently used by our dealer network. We foresee the utilization continuing to grow and expand.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Bucher Municipal's pricing included in this proposal is consistent with the discounts offered under our existing, currently priced contracts	*

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

Line Item	Question	Response *
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>1. V20 / V20e - Compact Vacuum Sweeper - 2.6 cubic yard debris hopper designed to clean busy central business districts, bike lanes, park trails and parking decks. This model has a option for Total Electric operation.</p> <p>2. VR50 / VR50e - Mid Compact Vacuum Sweeper - 7.3 cubic yard debris hopper designed to clean tight downtown area and heavy duty enough to be a small city's primary sweeper. This model has a option for Total Electric operation.</p> <p>3. V65/V80 - Chassis Mounted Full Size Vacuum Sweepers- 8.5/10.5 cubic yard debris hopper; stainless steel construction. Designed for heavy duty sweeping operations e.g. milling and spring clean up. Both of these models have a option of single engine, hydro static drive operation.</p> <p>4. R65 - Chassis Mounted Full Size Regenerative Air Sweeper - 8.5 cubic yard debris hopper. Stainless steel construction. Primarily best suited for very flat parking decks and airport runways.</p> <p>5. E35m - Chassis Mounted Full Size Mechanical Sweeper - 4.5 cubic yard debris hopper. Single Engine and high dump design. Application oriented to heavy spring clean and milling operations.</p> <p>See attached Full Line Brochure</p>
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Purpose built, chassis mounted, Single Engine configuration, hydro static drive, electric powered, Mid & Sub Compact, Pure Vacuum, Regenerative Air, Mechanical Conveyance, Dual diesel conventional engines.
75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	The VR50, R65, and V65/V80 have proven to be highly effective and "fit for purpose" for key airport maintenance operations, including runway cleaning, glycol recovery, and common area upkeep. All three models are fully FAA-compliant and are currently in active use at numerous airports across North America.
76	Describe any service contract options or extended warranties offered with your proposal.	<p>All Bucher Municipal sweepers come with a standard two (2) year / 2,000-hour warranty, which is unmatched in the industry. This no-hassle, all-inclusive full machine warranty ensures peace of mind and reliable performance from day one (see attached warranty statement for full details).</p> <p>In addition, extended warranty options are available for up to five (5) additional years beyond the standard coverage. This means a Bucher Municipal sweeper can be backed by a comprehensive warranty for up to seven (7) years—providing exceptional long-term value and support.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Street sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models: E35, V65, R65, VR50, VR50e
78	Sidewalk sweeper	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models: V20d, V20e, VR50, VR50e
79	Parking lot sweepers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models: V20d, V20e, VR50, VR50e
80	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models: V65, R65
81	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	Models: V20d, V20e, VR50, VR50e
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models offer Bucher Municipal OEM parts and Service.
83	Rental options (complimentary to proposers offering in 77-81 above)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bucher Dealer Network offer rental and leasing programs..

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

Line Item 84. 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 *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Bucher Municipal Price Sheets 2025.zip - Thursday June 19, 2025 10:02:38
 - [Financial Strength and Stability](#) - 2024_01_Bucher_Annual-report_2024_EN.pdf - Thursday June 19, 2025 10:03:09
 - [Marketing Plan/Samples](#) - Bucher Marketing.zip - Thursday June 19, 2025 10:09:18
 - [WMBE/MBE/SBE or Related Certificates](#) - Bucher ISO Certificates.zip - Saturday June 21, 2025 11:10:57
 - [Standard Transaction Document Samples](#) - Bucher Municipal Price Sheets 2025.zip - Thursday June 19, 2025 10:13:57
 - [Upload Additional Document](#) - Bucher Municipal Limited- Warranty (Sweepers) Oct. 2020_.pdf - Thursday June 19, 2025 10:09:57
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Todd Parsons, President, Bucher Municipal North America

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

☒ **Yes** ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	<input checked="" type="checkbox"/>	1