

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Schwarze Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/22/2021 | 8:54 AM CST
Date: _____

DocuSigned by:
M.J. DuBois
C65CBA257A53411...
By: _____
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
11/15/2021 | 10:16 AM PST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
11/22/2021 | 10:13 AM CST
Date: _____

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Thursday August 12, 2021 13:01:39
Submitted On: Wednesday September 22, 2021 09:28:53
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: e7e11140-46a9-4b3f-9740-d923b41df94e
Submitter's IP Address: 24.145.112.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Schwarze Industries, Inc. EIN: 63-0427445
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811
5	Proposer website address (or addresses):	www.schwarze.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter. DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Hendrickson, Schwarze VP of Sales and Marketing 1055 Jordan Road Huntsville, AL 35811 email: jhendrickson@schwarze.com Phone: 256-851-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Over 47 years ago, the founder of Schwarze Industries, Bob Schwarze, was a sweeping contractor. Because he wasn't able to find a sweeper design that truly met his needs, he built the company's first sweeper for his own use in cleaning parking areas. Within a decade, the combination of engineering craftsmanship, integrity, and strong customer services elevated Schwarze Industries to its position as the largest manufacturer of parking area sweepers in the United States. Due to the excellent reputation of its sweepers, Schwarze Industries is fast becoming one of the world's leading manufacturers of road sweepers as well. The Schwarze family credited its success with building innovative, simple-to operate sweepers and backing them with good old-fashioned attention to detail and customer support.</p> <p>In 2000, Schwarze Industries, Inc. was purchased by the Alamo Group (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. That means they can now additionally offer the financial strength and stability of a public company. All Schwarze sweepers are proudly built in Huntsville, Alabama. Schwarze Industries sweepers are in use throughout North America and over 35 countries around the world. Schwarze Industries distributes their "large" sweeper products exclusively through a worldwide dealer network, most of which are "government houses" specializing in equipment purchased by government entities.</p> <p>As a proud subsidiary company of The Alamo Group, Inc. (ALG), Schwarze Industries, Inc. adheres to the following Code of Business Conduct:</p> <p>"We at Schwarze Industries, Inc. are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders and the public." The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar ant bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures.</p> <p>The Code sets forth specific policies governing their conduct worldwide in Schwarze facilities and where they transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.</p> <p>It is the Company policy to observe and comply with all laws applicable to Schwarze Industries, Inc. and operations wherever business is located and to always act in a legal and ethical manner regardless of the location. The laws which apply to any given situation may only be the minimum standard. At all times, they must conduct themselves with integrity and honesty. (See Attachment)</p>
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Schwarze has an expectation that a contract awarded in response to this solicitation will hold the same benefit. They hope to continue to build on their past success and to providing your members with a continued exemplary level of service, quality products and discounted prices that reflect the quantities expected and previously experienced with the prior awarded contracts.
11	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.	Schwarze Industries is financially sound. Schwarze's parent company is Alamo Group, which is a publicly traded entity. See the attached Alamo Group SEC report attached as well as the Alamo Code of Ethics.
12	What is your US market share for the solutions that you are proposing?	Schwarze operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Schwarze's market share is 25%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer in parking lot sweepers.
13	What is your Canadian market share for the solutions that you are proposing?	Schwarze's Canadian Market Share is 10%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing the Sourcewell Contract.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Schwarze Industries nor its parent company, Alamo Group, have ever petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	<p>B, Schwarze Industries is a manufacturer, located in Huntsville Alabama, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies. The dealerships are assigned a geographic territory for exclusive Schwarze product representation of their Street and Airport Sweepers. Each of their dealerships has sales, service and parts representation.</p> <p>Schwarze Industries also employs "in house" small product sales personnel that represents only small truck mounted parking lot sweepers.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>a) State of Alabama Business License - required to manufacture and sell vehicles</p> <p>b) City of Huntsville, AL Business License- Required to do business in the City of Huntsville, AL</p> <p>c) State of Alabama Regulatory License – Alabama Department of Revenue Motor Vehicle Division requires this license to manufacture/sell motor vehicles.</p> <p>See attached documents.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Schwarze Industries as never been suspended or disbarred from participating with any agency.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 American Infrastructure Magazine Brand Survey Winner 2021 North American Power Sweeping Association - Gold Partner 2018 Operation Green Team Award Recipient Patent No. 10.711.416 Roadway Sweeper with multiple sweeping modes Patent No. 10.190.275 Pavement sweeper with conveyor lift-out drop-in system Patent No 9.783.942 Gutter broom position-control system
19	What percentage of your sales are to the governmental sector in the past three years	72% of Schwarze's sales are to the government sector for the past three years.
20	What percentage of your sales are to the education sector in the past three years	1% of Schwarze's sales are to the education sector for the past three years.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC - Average Sales Volume \$945,000.00 per year STS - \$1,000,000 per year Missouri DOT - \$503,330.00 per year
22	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?	Schwarze does not hold an GSA contracts or Standing Offer and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Delaware DOT See the attached Testimonial	Lawrence Hardy lawrence.hardy@delaware.gov	302-760-2505
City of Greenville See the attached Testimonial	Ben Carroll, Operations Manager	864-467-4345
County of San Joaquin See the attached Testimonial	Kevin Myose, Fleet Manager	209-468-3099

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Phoenix DOT	Government	Arizona - AZ	Provide both air and mechanical sweepers	11 units	\$3,372,911.00
City of Philadelphia	Government	Pennsylvania - PA	Provide mechanical sweepers	15 units	\$5,199,515.00
City of Edmonton	Government	AB - Alberta	Provide mechanical sweepers	8 units	\$2,771,688.00
New Jersey DOT	Government	New Jersey - NJ	Provide High Dump Sweepers	8 units	\$2,653,462.00
Delaware DOT	Government	Delaware - DE	Provide both air and mechanical sweepers	7 units	2,835,598.00

Table 6: Ability to Sell and Deliver Service

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 *
25	Sales force.	<p>The Schwarze Industries internal sales force is comprised of a Vice President of Sales and Marketing, Customer Service Manager, Sales Operation Manager, four sales support positions, four Regional Sales Managers broken down into geographic regions, and two Product Managers. Schwarze Industries also employs "In House" small product sales (parking lot sweepers) personnel that consist of one National Sales Manager, one Product Manager and four Sales Representatives.</p> <p>Schwarze dealers function as the outward facing sales arm of the Schwarze business. Schwarze dealers are contractually exclusive distributors of sweeper products.</p>
26	Dealer network or other distribution methods.	<p>Schwarze's dealer network functions as the outward facing sales arm Schwarze business. Their dealers are contractually exclusive distributors of their sweeper products and are trained in the selling, servicing and maintenance of the Schwarze equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>Each dealer employs two to eight sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze dealers are specialists and the sales force concentrates in the specialized field of pavement cleaning equipment. See attached detailed Dealer Location Chart</p>
27	Service force.	<p>Schwarze has an internal team dedicated to the success of their products sold both through their dealer network as well as through the direct sales force. This team includes three Service/Warranty Technicians that assist the customer both internally and if required, travel extensively worldwide in support of their products as challenges develop. Schwarze also maintains servicing dealers that all have services locations spread within their respective territories. Road service is offered in most locations within the contiguous US, Hawaii and Alaska. Schwarze built a training facility in Huntsville Alabama to train local dealer's service force with a Manufacturer's Service Certification Program. They also provide service school at this new facility for their customers on a quarterly basis. The service school program can be attended by any customer who can travel to their facility.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Schwarze.</p> <p>Schwarze will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Schwarze will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.</p> <p>In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.</p> <p>MJ DuBois and the DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.</p>
29	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>Schwarze's Customer Service Team consists of both Schwarze employees as well as Schwarze's extensive dealer network with over 100 locations across North America. Schwarze dealers are expected to maintain adequate parts inventory to maintain the population of Schwarze Products in their contracted area of responsibility. The commonly stocked parts include wear items or common maintenance parts. Schwarze also maintains a large inventory of parts to support the customer and dealer network in the field. Schwarze also has a robust service parts shipping process. With over 95% "on time" shipping, Schwarze is an established service business designed to keep their customers up and running. As part of becoming a contracted dealer, Schwarze requires regular training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Schwarze currently sells throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Schwarze currently sells throughout Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Schwarze expects to sell, service a support their products within all of the United States and Canada and does not anticipate any geographic area that will not be fully serviced.</p>
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Schwarze expects to sell, service and support their products to all participating entities within all of the United States and Canada</p>
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Schwarze will train all of their internal and dealer's sales force with the assistance of DuCo, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.</p> <p>Schwarze takes an aggressive approach to marketing Sourcewell. Schwarze includes the Sourcewell Logos in their product brochures (see attached example), their advertising (on-line and paper publications), and on their website (see attached). Schwarze wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. Schwarze will also include Sourcewell graphic banners at trade shows to further market their participation. In order to further ensure that Schwarze is fully marketing the value of Sourcewell, they encourage Schwarze salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize their assigned Supplier Development Administrator to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Schwarze uses the following digital marketing techniques to enhance its marketing effectiveness.</p> <p>Website Schwarze provides areas on its website where customers can answer their own questions or seek answers from Schwarze representatives by filling out a simple request form on its product pages (Conversion Optimization.) This information is then submitted to sales or service representatives and recorded in the company's CRM software. Schwarze also uses Google Analytics to analyze how users are finding the Schwarze website and how users behave once on the website to further increase Schwarze's marketing effectiveness.</p> <p>Search Engine Optimization Schwarze optimizes its online content in a way that search engines such as Google Search like to show the content as a top result for searches of a particular sweepster related keyword. Schwarze does this by regularly creating high-quality content for its website.</p> <p>Content Marketing Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published bi-weekly on their website and social media. Similar articles are also printed in industry related magazines on a monthly basis.</p> <p>Search Engine Marketing Schwarze bids for ad placement (via Google AdWords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing campaign.</p> <p>Social Media Marketing Schwarze uses social media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebook, Instagram, Twitter, LinkedIn and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic.</p> <p>Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweepster industry websites such as worldsweeper.com, betterroads.com and northamericansweeper.com.</p> <p>Email marketing Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts sales/newsletter. Dealer sales product bulletins/white papers.</p> <p>Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people leave the Schwarze website, ads appear on other websites (via Google AdWords) they visit for the particular Schwarze products they have looked at.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote a contract! Schwarze believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales.</p> <p>Representatives from Schwarze have met and know the Sourcewell employees that deal with Schwarze's existing contract. The basis of their longevity is service-related and Sourcewell is well aware of this concept. Schwarze's expectation is that of Sourcewell's continued existence at trade shows, Getting to Know You events and Sourcewell University events will continue as possible in the new COVID environment. Schwarze believes Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.</p> <p>Schwarze is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. Schwarze has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Schwarze has utilized the flexibility that Sourcewell contracts offer and it has become common knowledge for most of their dealers to lead the buying process with this contract. Schwarze has sent senior management representatives annually to the H2O Conference. Schwarze has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Schwarze's contract sales have grown over the years and this is a testament of Sourcewell and Schwarze's commitment to the same goal; to offer the best products, service and quantity discounts in support of customers/members. Schwarze has established Breakout Sessions at their National Dealer Meetings where pricing strategy has been and will be a major topic. Schwarze has also developed a secure "Dealer Only" web site that contains the Sourcewell contract and contract pricing, fees and contract required terms and conditions.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The products represented in this response do not lend themselves to E-Procurement. The sweepsters are "made to order" and have an extreme amount of variables.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers also will do follow up training for members beyond the initial delivery for an additional fee. For those who are look for a more in-depth Training Option, Schwarze has a successful (8 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 10 to 12 students a month on Maintenance and operations of their products. Cost of the class is \$150. See attached training schedule.</p> <p>Schwarze will also provide operations and maintenance videos to Members when available.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>With this new contract proposal, Schwarze is continuing to innovate for their customers. They follow a strict Voice of the Customer (VOC) product management structure. Based on customer current needs, Schwarze is offering 5 new products to Sourcewell members.</p> <p>Two Non-CDL mechanical sweepers addresses customer request for units that do not require a specialized CDL operator to run.</p> <p>Three new single engine design products eliminate the need for a secondary engine and reduces the dependency on third party service organizations to maintain additional equipment and increasing uptime capabilities.</p> <p>CAN control system is utilized on all Schwarze commercial sweepers. This system eliminates over 200 connections and approximately 2500 feet of wire when building a sweeper. It allows for easy addition of options and system upgrades at any time in the machine lifetime. CAN technology conveniently gives operator and service technicians important vital on-board diagnostics for chassis and sweeper in an easy to view full color display. Some examples of this are sweeping hours, gutter broom hours, water pump hours, fuel consumption, percentage of load on engines, engine temperature, oil pressure, hydraulic temperature, and water tank level to name a few. Incorporated through the CAN system is full engine protection for automatic shutdown to prevent engine damage in case of an engine system failure. All CAN switches are color coded for easy identification and ease of use. Overall CAN technology is the now and the future of auto, truck, and machinery operating systems. Schwarze Industries has chosen to embrace this technology and utilize it to its maximum capabilities on their sweepers.</p> <p>Schwarze has just competed their new state of the art On-Line Parts/Service site. Located at shop.schwarze.com, customers can access: Wear Parts, Search by Model Have online access to parts and service manuals Access to How-to videos, model walk-arounds, operator and maintenance tips. Auxiliary Engine and Chassis resources 2D and 3D parts drawing assemblies</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Schwarze's approach to sustainability is built around three dimensions: environmental responsibility, people and community, and governance and ethics. Within each dimension, Schwarze has identified specific material topics that help focus their efforts where they matter most.</p> <p>At Schwarze, their environmental responsibility covers both the efficient use of natural resources in their facilities and the development of new products with sustainability goals in mind. In their facilities, the primary areas of focus are energy, emissions, water, and waste management, all guided by a corporate environmental policy.</p> <p>Below are our internal metrics for Sustainability KEY METRIC - GOALS BY 2025</p> <p>RENEWABLE ELECTRICITY - ABOVE 20% RENEWABLE ENERGY</p> <p>RECYCLED WASTE - ABOVE 85% RECYCLED WASTE</p> <p>WATER USAGE - BELOW 1.00 CUBIC METERS/METRIC TONS SHIPPED</p> <p>SCOPE 1 CO2 EMISSIONS - BELOW 0.25 METRIC TONS/METRIC TONS SHIPPED</p> <p>SCOPE 2 CO2E EMISSIONS - BELOW 0.60 METRIC TONS/METRIC TONS SHIPPED</p> <p>ENERGY - BELOW 6.00 GIGAJOULES/METRIC TONS SHIPPED</p> <p>Schwarze also is heavily involved in partnering with their customers in Storm-water Management Education and outreach. They provide case studies, graphical wraps, and other educational materials as resources for municipalities to educate their citizens on the value of sweeping and the direct impact it has on our planet.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>South Coast Air Quality Management District Certified (see attached) Certified Air Movement and Control Association for fan performance (see attached original cert 4/4/2000 and re-certified 2019) ISO 9001-2015 Certified - Renewed certification in 2020 AQMD PM10 Certified</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.</p> <p>Schwarze is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.</p> <p>Schwarze is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have many veterans currently employed. Schwarze partners with Veteran organizations when recruiting for all positions.</p>

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>With the most diverse product offering in the sweeping industry, Schwarze Industries provides a consultative approach to guiding Sourcewell Members to find the right equipment to meet their needs. With over 100 dealer locations across North America, employing over 800 Sales and Service personnel, Schwarze has built a sales and service network fully capable of addressing a Sourcewell Member's sweeping equipment needs. With 50 years in business and a member of the Alamo Group, Schwarze has forged strong partnerships with brands such as Freightliner, Cummins, Isuzu, John Deere, and many more in order to maximize the service strength to their customers.</p> <p>Schwarze also offer Industry leading warranties such as:</p> <p>Schwarze stainless steel hoppers with lifetime warranty shall be warranted against rust perforation and corrosion perforation for the 'LIFETIME' of the sweeper of the ownership period of the original owner. This warranty is non-transferable.</p> <p>Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. This warranty applies to the original owner only and is non-transferable.</p> <p>State of the art online parts and service support referenced above in question 40.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Schwarze warrants their equipment be free of defects in material and workmanship for one year or 1200 usage hours after purchase. Schwarze also warrants new parts be free from defects in material and workmanship for 90 days after purchase. Schwarze covers the repair or replacement of defective parts in both scenarios.</p> <p>Schwarze stainless steel hoppers come with a lifetime warranty. They are warranted against rust perforation and corrosion perforation for the "LIFETIME" of the sweeper of the ownership period of the original owner, of which LIFETIME WARRANTY must be acknowledged on the original sales order. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable.</p> <p>Schwarze warranties hydraulic valves and motors for a period of 2 years and hydraulic pumps and fittings for 5 years. These warranties are subject to maintenance requirements and annual inspections by a Schwarze authorized agent/dealer. This warranty applies to the original owner only and is non-transferable.</p> <p>All Schwarze Single Engine Sweepers warranty the VPD (single engine drive device) for a period of three years with unlimited hours of use.</p> <p>All labor on pre-authorized warranty items is covered under Schwarze's warranty.</p> <p>Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed.</p> <p>There are longer warranty coverage periods for units mounted on commercial chassis. That coverage, for example, would come from the chassis manufacturer and carries a three year standard warranty. Also, some Schwarze models utilize John Deere auxiliary engines that have a two year coverage period. Each OEM component would be covered by their own warranty.</p> <p>Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The above warranty information states 1200 usage hours. If beyond the 1200 hour standard warranty, warranty would be negotiated.</p> <p>Each component's warranty will carry the original equipment manufacturers warranty.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer is expected to take the unit in to a local dealer to perform warranty repairs.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every geographic region of the United States and Canada will be covered by either local dealer's certified technicians or Schwarze will provide each customer specialized assistance for warranty repairs. Each Member not accessible to a local dealer will have to contact Schwarze's dedicated warranty specialists, communicate the issue of concern and receive a written Statement of Warranty work from their Warranty Specialist. If the customer is comfortable with working on the unit with the written permission from Schwarze, they will be shipped parts at no cost, return any defective parts required (at no cost) and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Schwarze will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada.</p> <p>Examples of these OEM's would consist of John Deere, Cummins, and Freightliner. If any member should have trouble with this arrangement, Schwarze will help the Member facilitate the utilization of these OEM warranties.</p>
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policies.
51	Describe any service contract options for the items included in your proposal.	<p>Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel.</p> <p>Schwarze dealers have been specifically chosen to represent products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Schwarze that all of their dealers develop a strong trust and commitment with their local customers. All Schwarze dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Schwarze does not offer service contract options directly to their customers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis. Payments for units can be paid for my check, wire transfer or Automated Clearing House transfer (AHC). P-Cards can be used to purchase parts only.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Schwarze does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Schwarze does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Schwarze will work with other Sourcewell Awarded Vendors (NCL) or any leasing agency of the Member's choice.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the attached sample Sourcewell Quote.
55	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?	Schwarze will accept the P-card or credit cards for all Members with no fees for parts. P-card will not be available for sweeper units.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
56	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.	It is Schwarze's intent to offer a percentage discount from the manufacturer list price to the Sourcewell Members on all of the items being proposed in this offer. Schwarze's discount will be based on a percentage off of the profit-making base model portion of this award. Schwarze mounts their products on commercial truck chassis. In order to provide the customer with convenience and the best pricing available, Schwarze will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. Schwarze purchases chassis with substantial quantity discounts. Schwarze will also allow the customer to supply their own chassis in which to mount the body.
57	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.	Schwarze is proposing a 5% discount from the base model list price for all of their sweeper products. Schwarze is proposing a 3% discount and free shipping for parts and accessories over \$12,000. on a single order. Members will receive these special discounts after issuing a Purchase Order for parts only with their Sourcewell Member number.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order for 4 or more units. At this time, Schwarze does not offer any rebate programs.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is Schwarze's intention to cover all items available on their commercial price lists. Schwarze does realize, from time to time, there may be individual requirements that will not be listed. Schwarze will provide any items "specific" to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 20%. Prior to accepting an order with Open Market items from a Sourcewell Member, Schwarze will discuss the availability of a specific request and price the item. Any documentation of cost that Schwarze can provide for these items will be presented on an individual basis when requested.

60	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>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Schwarze will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Federal Excise Tax: Schwarze is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Schwarze will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If Schwarze is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax.</p> <p>Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Schwarze pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Schwarze has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.</p> <p>If the customer wishes that Schwarze deliver via ocean transport, Schwarze will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Schwarze will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Schwarze strives to provide the equipment as customer specified and to their satisfaction upon delivery.</p>
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>As stated above, Schwarze does pass on negotiated, competitively bid freight pricing to their customers.</p> <p>Most of the Schwarze Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Schwarze fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Due to the unique nature of this proposed contract representation, Schwarze builds in an automatic audit process.</p> <p>DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Schwarze will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Schwarze will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.</p> <p>As a secondary check, when Schwarze receives a payment for a unit, Schwarze will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Schwarze values the ability to service Sourcewell Members with their products. In order for Schwarze to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. Schwarze will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes.</p> <p>As a member of the Alamo Group, Schwarze is expected to increase their sales each year. Schwarze operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is Schwarze's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the sweeper products offered to Sourcewell Members. If they are able to see measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schwarze proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Regenerative Air Sweeper Machines</p> <p>A4 Storm - 4.5 Cubic Yard Non-CDL regenerative air road sweeping truck. Ideal for small areas in cities and towns. Very maneuverable in tight quarters yet very powerful.</p> <p>A7 Tornado Twin engine or Single engine - .84 Cubic Yard Large Multi- Purpose Regenerative Air Sweeper. Ideal for roads and highways picking up large amounts of debris. Helps cities and contractors meet the EPA's MS4 requirements to mitigate storm water runoff. Easy to maintain, yet powerful enough for the most demanding applications.</p> <p>A7 Zephyr -8.4 Cubic Yard Regenerative Air Runway Sweeper. The Zephyr is the choice for runways and airfields. With sweeping speed capability of up to 25 mph, the Zephyr is designed to cover a large amount of surface quickly. This is very important to the aviation industry (commercial and military) so as to rapidly remove debris that could cause FOD Foreign Object Damage to Aircraft. FOD is the single largest controllable cause of damage to Aircraft on runways.</p> <p>A8 Twister Twin Engine or Single Engine -6 Cubic Yard High Dump Regenerative Air sweeper. The Twister Incorporates all of the powerful road cleaning features of the A7 Tornado with a High Dump Hopper. The Stainless steel Hopper Has dump height range of 2' to 12' high. This is convenient for dumping accumulated debris directly into waste hauling trucks or containers.</p> <p>A9 Monsoon Twin Engine or Single Engine - 9.6 Cubic Yard Regenerative Air Street Sweeper. Largest payload in the regenerative air sweeping industry. This means more time on the job before dumping. Not only is the hopper larger but so are the debris screens in the hopper . More sweeping time before clean-outs, and steady performance throughout the entire loading process. Ideal for long stretches of roadway that need to be cleaned.</p> <p>Pure Vacuum Sweeper</p> <p>Hypervac Pure Vacuum road sweeper - 8.4 Cubic Yard Pure Vacuum sweeper. The Hypervac uses massive power of the A series sweepers in the vacuum design of the Hypervac, however instead of the air being re-circulated, the air is essentially scrubbed free of dirt and debris before being exhausted into the Atmosphere. This machine uses as many as 5 brushes as once to clean the road surface. This application process conforms to any irregular surface conditions leaving roadway clean and debris free. The 5 brush design is revolutionary in the pure vacuum market and is only a</p>

		<p>Schwarze product.</p> <p>Mechanical Sweepers</p> <p>M4 Cascade Mechanical Broom Sweeper - 4 Cubic Yard Mechanical Broom Sweeper. The M4 Cascade leads the way in compact heavy debris sweeping. Non- CDL in design, this machine is ideal for removing bulky debris from construction sites. The small cab over chassis configuration makes the M4 highly maneuverable for sweeping tight congested areas. High dump capability, up to ten feet, enables on site dumping into containers or mobile trucks for waste containment. Over all the M4 fills many needs for smaller contractors and governments that have the need for heavy sweeping.</p> <p>M5 Torrent Mechanical Broom Sweeper - 4.5 cubic yard Mechanical Broom Sweeper. The M5 Torrent incorporates all of the features of the compact M4 cascade into a slightly larger footprint. Designed with a larger stainless steel 4.5 cu/yd Hopper, the Torrent is built on a heavier GVWR Chassis. This allows for larger loads and chassis that can withstand the rigors of long highway travel in between jobs. The M5 remains Non-CDL, staying under the 26,000 lb threshold.</p> <p>M6 Avalanche Mechanical Broom Sweeper Twin engine or Single engine - 5 Cubic Yard Mechanical Broom Sweeper. The M6 Avalanche is the pinnacle of large debris commercial mechanical sweepers. The rugged design is meant for the most demanding of sweeping scenarios. Routinely used by paving contractors behind milling machines as well as tar and chip operations, the M6 Avalanche has the power to meet these needs. A fully integrated CAN operation system allows for memory presets "Six Sense" for on the fly quick adjustments to the sweeper for matching ever changing debris and road surface conditions.</p> <p>Parking Lot Sweepers</p> <p>Super Vac Gale force - 4.5 Cubic Yard Parking Area Sweeper. The Gale Force Is the most powerful parking lot sweeper on the market. With a 74hp auxiliary engine dedicated to sweeping functions, and 39 inch diameter gutter broom the Gale Force cleans up quickly and efficiently. Built for The most demanding parking lot sweeping contractors, the Gale Force is built to do the job day in day out. A standard stainless steel hopper is meant to last a lifetime with easy cleaning.</p> <p>Super Vac Vortex - 4.5 Cubic Yard Parking Area Sweeper. The Vortex maintains the generous capacities of the Gale Force, but with a smaller power plant to meet the needs of the smaller sweeping contractors. Standard Stainless steel hopper, 93 gallon dust suppression system, and vertical steel digger type gutter brooms ensure the Vortex is ready to meet the challenges of parking lot sweeping.</p> <p>Super Updraft - 3 cubic yard Low Profile Parking Lot Area Sweeper. The Super Updraft provides the unrivaled performance of Schwarze parking lot sweepers in a low profile format. By using a pick up truck chassis and a smaller 3 cu/yd hopper, the Super Updraft can sweep in areas with vertical overhead clearance limits. This specifically is in regard to parking garages. No Matter where, the Super Updraft will effortlessly keep these areas clean.</p> <p>Updraft - -2 Cubic Yard low profile parking area sweeper. This light weight, low profile sweeper is ideal for parking areas with delicate surfaces. The poly wafer gutter broom will not mark surfaces such a decorative brick and pavers. Built with a stainless steel hopper, the Updraft is built to last. Ideal for Colleges, Universities, and beautified downtown areas.</p> <p>Super Vac Aero - 2 Cubic Yard Portable Slide in/ Tow Behind Trailer sweeper. The Aero is an ideal machine to be kept on site for quick cleanups post event. Sports Arenas, Concert venues, and public Parks can utilize the Aero with great efficacy. Additionally The Aero has the ability to blast air off to the side of the machine where blowing off debris is a better option.</p> <p>Road and Asphalt Repair Patchers</p> <p>Road Patcher - 6.5 Cubic Yard Truck Mounted Road Patcher. The truck Mounted road patcher is a one person operation. With a fully automated hydraulic boom the Road Patcher makes fixing pot holes quick and easy. The machine uses air, aggregate (stone) and emulsion (tar) to clean, prep and fill the pot hole or deviation in the road surface. The truck mounted road patcher keeps the operator off the street and safely inside the cab of the truck.</p> <p>2 Cubic Foot Spray Patcher tow behind Street Max. This tow behind machine is fed aggregate from a standard dump body that is towing it. This allows for Multiple repairs with a trailer-able unit that is not limited by capacity due to the fed by dump design.</p> <p>-2 Cubic Yard Spray Patcher tow behind Road King. Road King is a fully self contained tow behind spray patcher with a 2 cu/yd aggregate capacity. The Road King is ideal for those who do not want to dedicate a full time vehicle to road patching operations.</p> <p>Demonstration equipment, dealer stock and used equipment is also being offered within this response.</p> <p>Wear parts are being offered to Sourcewell Members with a 3% discount when purchasing parts in excess of \$12,000.00. This offer also come with free shipping via Schwarze delivery platform.</p>
69	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]</p>	<p>Regenerative Air Street Sweepers- CDL Regenerative Air Street Sweepers- Non CDL Mechanical Street Sweepers- CDL Mechanical Street Sweepers-Non CDL Pure Vacuum Street Sweepers Parking Lot Sweepers High Speed Runway Sweepers Pothole Patching Equipment</p>

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

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

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze offers many types of units in this category (from 2 yard debris hoppers to the industries largest, 9 yard debris hopper as well as two different types of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers. In order to meet individual Member requirements, there are three different types of fuel platforms (gas, diesel or CNG), as well as single engine or twin engine technologies.
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweepers.
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze is offering wear parts in this response with a 3% Discount

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

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - Schwarze Sourcewell PRICE LIST 09_30_2021.zip - Wednesday September 22, 2021 09:28:08
- [Financial Strength and Stability](#) - Financial Str and Licenses.zip - Thursday September 16, 2021 10:47:24
- [Marketing Plan/Samples](#) - Brochures Ads Website.zip - Thursday September 16, 2021 10:47:46
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Training and Dealer Network.zip - Thursday September 16, 2021 10:48:38
- [Standard Transaction Document Samples](#) - SAMPLE SOURCEWELL QUOTE TO MEMBER.pdf - Thursday September 16, 2021 10:50:01
- [Upload Additional Document](#) - RepLetter Ref Letter Certs.zip - Thursday September 16, 2021 10:50:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuDo LLC for Schwarze Industries

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2