

**MASTER AGREEMENT # 062425****CATEGORY: Street and Specialty Sweepers with Related Equipment, Accessories, and Supplies****SUPPLIER: Schwarze Industries, LLC/DuCo, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, LLC/DuCo, LLC, 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

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

062425-SWZ

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

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/24/2025 | 3:21 PM CDT

Schwarze Industries, LLC/DuCo, LLC

DocuSigned by:

C65CBA257A53411...

By: _____

M.J. DuBois

Title: Authorized Contract Administrator

Date: 10/24/2025 | 8:36 AM PDT

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

Vendor Details

Company Name: DuCo, LLC
Address: 2462 LAUREL ROAD E #565
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: Tuesday May 06, 2025 18:09:25
Submitted On: Saturday June 21, 2025 08:34:43
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 06b34f03-433a-48f1-b730-c37d459b5ccd
Submitter's IP Address: 147.243.183.53

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Schwarze Industries, LLC EIN: 63-0727445	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1M7J6	*
5	Provide your NAICS code applicable to Solutions proposed.	Code: 333924 Industrial truck, tractor, trailer machinery manufacturing	
6	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811	*
7	Proposer website address (or addresses):	www.schwarze.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	M.J. DuBois, Authorized Contract Administrator (See attached letter) DuCo, LLC 2462 Laurel Rd E #565 Nokomis, FL 34275 email: mjdubois@ducollc.com phone: 410-924-1004	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator. See above information	*
10	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 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Schwarze Industries' business philosophy centers on customer-centricity, innovation, and environmental responsibility. They prioritize understanding and addressing customer needs, developing innovative solutions, and promoting sustainable practices throughout their operations and product lines. Schwarze Industries has a legacy spanning more than 50 years, evolving from a small parking lot sweeper manufacturer into a global leader in street sweeping technology. The company was founded in 1974 by Bob Schwarze, a former NASA engineer, with a focus on parking lot sweepers. By the 1980s, Schwarze expanded its product line to include regenerative air and mechanical sweepers, establishing itself as a leader in the industry. In 2000, Schwarze Industries was acquired by Alamo Group, a Texas-based corporation specializing in right-of-way maintenance and agricultural equipment. This acquisition accelerated Schwarze's growth, allowing it to develop cutting-edge solutions for municipalities, contractors, and airports. During this period, Schwarze introduced advanced fuel-efficient and low-emission models, meeting stricter environmental standards. Alamo Group announced the integration of product lines and sales teams within its Industrial Equipment Division – Sweeper Group in late 2023. While no legal entities or entity names changed, the new Alamo Sweeper Group Sales Team handles sales for both Schwarze and NiteHawk parking lot sweeper units across the US, and internationally. Both product lines have retained their distinctive branding. The Sweeper Group Sales Team is responsible for product development, marketing, sales, administration and after-sales support for both lines. Schwarze Industries continued their commitment to innovation in the 2020's, focusing on sustainability and efficiency. In 2021, the company developed an electric and hybrid model, including the M6 Avalanche EV, to meet modern sustainability needs. Another innovation was the M5 Torrent SE, a mechanical street sweeper designed for high-performance sweeping without requiring a commercial driver's license (CDL). In 2024, Schwarze Industries celebrated its 50th anniversary, marking half a century of innovation. The core values are exemplified in their history emphasizing quality, durability, customer satisfaction and innovation. Schwarze is also committed to sustainability, environmental responsibility and providing innovative solutions for cleaner communities. Schwarze has also expanded its dealer network, adding several new dealers to its Trusted Dealer Network in recent years, including Faris Machinery in 2025, Bortek Industries in 2023, and Kendrick Equipment Ltd. in 2022.	*
12	What are your company's expectations in the event of an award?	As a current Sourcewell Contract holder, Schwarze has an expectation that an awarded contract will hold the same benefit as the current contract. Schwarze hopes 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. Schwarze has developed a strong following with existing Sourcewell Members and they expect to build on that momentum adding to Sourcewell Membership with increased promotion of their premier partnership with Sourcewell. Schwarze has successfully increased their Sourcewell Sales every year and based on the previous years sales, the trend is still moving in that direction. 2022 SW Sales: \$9,834,515.30 2023 SW Sales: \$16,892,793.28 2024 SW Sales: \$28,881,148.22	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Schwarze Industries and NiteHawk are financially sound. Their parent company is The Alamo Group, Inc. which is a publicly traded entity. See the attached Alamo Group SEC Q4 report attached as well as the Alamo Code of conduct. Please also see the attached State of Alabama Certificate of Compliance: An examination of the Alabama Department of Revenue's records for the following accounts: Corporate Income, Excise, Pass Through Entity, Business Privilege, Business & License Tax, Withholding, International Fuel Tax Agreement, International Registration Plan and Sales and Use Tax.	*
14	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 market segment and to a smaller degree, the commercial market segment. Schwarze's market share in the US for street and runway sweepers is 27% and for parking lot sweepers 70%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer of parking lot sweepers.	*

15	What is your Canadian market share for the Solutions that you are proposing?	Schwarze's Canadian market share is 12%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing their Sourcewell/Canoe Contract.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Schwarze, NiteHawk nor its parent company, Alamo Group, have ever petitioned for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B, Schwarze Industries is a manufacturer located in Huntsville Alabama. Schwarze Industries 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 the dealerships has sales, service and parts representation. Schwarze Industries also employs "in house" small product sales personnel that represents only small truck mounted parking lot sweepers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Alabama Business License - required to manufacture and sell vehicles City of Huntsville, AL Business License - required to do business in the City of Huntsville State of Alabama Regulatory License - Alabama Department of Revenue Motor Vehicle Division - required to manufacture/sell motor vehicles. See attached documents.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Schwarze has never been suspended or disbarred from participating with any agency.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Schwarze received an Outstanding Support Award 2025 from the North American Power Sweeping Association. Schwarze Industries was featured on Munro Live, the renowned engineering YouTube channel led by Sandy Munro of Munro & Associates. Known for spotlighting cutting-edge innovation, the episode praised Schwarze's engineering, build quality, and commitment to smart, efficient design. This national recognition reinforces Schwarze's role as a trusted, forward-thinking manufacturer in the municipal and public works sector. https://www.youtube.com/watch?v=23oEJQuxzg4 Schwarze Industries, was a featured guest on the Blacktop Banter Podcast, a leading platform in the asphalt and pavement industry. Spotlighting Schwarze's deep industry expertise and commitment to innovation in street sweeping and surface maintenance solutions. By contributing to the conversation on trends, technology, and equipment performance. https://podcasts.apple.com/us/podcast/blacktop-banter/id1500808106 Schwarze Industries plays a leading role in advancing the power sweeping industry through active participation in events like the International Sweeper Summit & Equipment Expo. As a key contributor, Schwarze engages in high-level conversations on best practices, equipment innovation, and customer needs—helping shape the direction of the industry alongside dealers, contractors, and municipal leaders. Schwarze's presence at the summit reflects its commitment to driving progress and delivering smarter, more sustainable sweeping solutions. https://www.sweepersummit.com/ Schwarze Industries' international influence was recently highlighted in Trenchless Australasia, featuring its partnership with KOR Equipment Solutions—a leading Australian distributor. Showcasing how Schwarze's advanced sweeping technology is making an impact in Australia's municipal and industrial sectors, offering reliable performance, environmental benefits, and strong after-sales support. This global recognition reflects Schwarze's commitment to delivering quality and innovation beyond U.S. borders, reinforcing its reputation as a trusted name in sweeping solutions worldwide. https://www.trenchless-australasia.com/2024/11/28/kor-equipment-sweeping-up-with-schwarze-industries/ Schwarze is recognized for participating in The Association of Equipment Manufacturers (AEM). AEM is a multi-state, 10,000 mile bus tour highlighting member companies and their impact of the US Economy and their local communities. Schwarze is a member of the Better Business Bureau and participates in national and local trade associations and is a member of the Rotary Club. Schwarze has also been recognized by Free 2 Teach for being a Gold Sponsor. The model of Free 2 Teach is unique in Alabama: support, engage and encourage teachers by equipping them, for free, all year long. Supplies for teachers means learning tools for students. Since 2022 Schwarze has donated \$10,000. NiteHawks recent industry accolades: 2025 – Outstanding Support Award (North American Power Sweeping Association) 2024 – Outstanding Support Award (North American Power Sweeping Association) 2019-Current – Gold Sponsor (North American Power Sweeping Association) 2021 – Power Sweeping Award of Excellence (World Sweeper) 2019 – Current: NAPSA Board of Directors – Jake Hoerman, NiteHawk VP Sales/Marketing/Operations	*
21	What percentage of your sales are to the governmental sector in the past three years?	Schwarze has sold 68% of their products to the government sector for the last three years.	*
22	What percentage of your sales are to the education sector in the past three years?	2% of Schwarze sales are to the education sector for the past three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Schwarze holds an HGAC Contract with an annual sales volume of \$3,600,000.00 Schwarze holds the Missouri DOT Contract and has annual sales of \$1,200,000.00	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Schwarze does not hold either a GSA Contract or any Standing Offer & Supply Arrangements.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Harris County Texas 14444 Holderrieth Rd Tomball, TX 77377	Matthew Younts Administrative Fleet Manager	832-927-4458 myounts@hcp4.net	*
City of Marble Falls Texas 1808 2nd Street Marble Falls, TX 78654	Chad Smith Street Supervisor	830-798-6260	*
City of Amarillo Texas 800 E 23rd Ave Amarillo, TX 79105	Jason Jupe Fleet Service Superintendent	806-378-6831 jason.jupe@amarillo.gov	*

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

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

Line Item	Question	Response *	
26	Sales force.	Schwarze and NiteHawk internal sales leadership and structure Vice President of Sales and Marketing. This role focuses on enhancing sales operations, dealer network communication, and customer satisfaction. Two Product Managers contribute to both company's technical innovations, customer satisfaction, product development for customer solutions, enhancing product offerings, liaison between end user and internal engineering. Regional Sales Managers play a pivotal role in driving the company's growth and ensuring customer satisfaction across various territories. Their responsibilities encompass strategic planning, dealer network management, and direct sales activities, all aimed at expanding Schwarze's market presence and achieving sales targets. Five Internal Regional Sales Managers – direct contacts for parking lot and small sweepers sales. One International Sales manager Sales Support and Administration. One Sales Operations Manager oversees the Warranty and Sales Administration team. Two Sales Administrators, ensuring efficient processing and support for sales activities. A Customer Service Leader manages parts sales representatives and oversees customer support functions. Four Customer Service Representatives play a crucial role in ensuring customer satisfaction and supporting dealers and the end user. Their responsibilities include customer interaction, order processing, issue resolution, and product knowledge with direct interaction with the customer.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Schwarze and NiteHawks' dealer network functions as the outward facing sales arm of the businesses. Schwarze Industries 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. Each dealer employs two to six salespeople who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze and NiteHawk dealers are specialists, and the sales force concentrates in the specialized field of pavement cleaning equipment. See attached detailed Dealer Location Chart.	*
28	Service force.	Schwarze/NiteHawk 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 four 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 the dealers service force with a Manufacturer's Service Certification Program. They also provide a service school at this facility for their customers. The service school program can be attended by any customer who can travel to their facility. NiteHawk maintains its robust after-sales support and leverages industry leading CRM tools (SalesForce) to maintain customer relationships and ensures long-term loyalty and repeat business.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Schwarze utilizes DuCo LLC as their Sourcewell Contract Administrator to oversee proper adherence to Sourcewell's Terms and Conditions by both the Schwarze/NiteHawk dealers and Schwarze's internal sales personnel. DuCo is integral in the order process from start to finish. A member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the member or dealer with a quotation meeting the Sourcewell contract requirements, terms, and conditions. The member will issue a purchase order directly to Schwarze. Schwarze will build and ship the equipment to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the customer's 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 dealer contract participation and will develop a relationship with the member for follow up warranty and parts sales. In some cases, a Sourcewell member can issue a purchase order directly to a local dealer. DuCo will still provide the prospective dealer or member with a quotation meeting the Sourcewell contract requirements and an authorization letter to the member allowing them the authority to issue a purchase order directly to a dealer. Purchase orders are to be made out to Schwarze if no authorization letter is issued by DuCo. If the member receives an authorization letter and issues the purchase order to the dealer, the dealer will fulfill the order and will issue an invoice for the item. All Sourcewell members are required to send a copy of any purchase order that is issued directly to a local dealer to DuCo (Schwarze's Contract Administrator) as stated in the authorization letter (See Attached) for purposes of sales reporting. DuCo will be the single source, "quarterback" for the Sourcewell Contract sale and sales reporting to Sourcewell as required.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Schwarze's Customer Service Team consists of both Schwarze employees as well as an extensive dealer network with over 100 locations across North America. The 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 dealer training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers. Schwarze's customer service process is also designed to provide comprehensive support through active engineering involvement, and forward-looking digital tools 1. Inventory and Shipping: Schwarze has heavily invested in a well-stocked parts inventory and a same-day shipping program. This ensures rapid response and fulfillment for customers, reducing downtime and maximizing productivity. 2. Self-Reliant Manufacturing: Schwarze manufactures 80% of their sweeper components in-house, reducing dependence on third-party suppliers and maintaining consistent availability for parts and equipment. During supply chain disruptions, this self-reliance allowed them to continue delivering machines and parts without delays, and minimizing downtime for end users. 3. Engineering Field Support and Continuous Improvement: When complex issues arise that go beyond standard sales support, Schwarze's engineering team steps in to assist. Engineers or Product Specialists travel to the field to address technical challenges directly, bridging the gap between customer needs and product design. This hands-on feedback loop allows Schwarze's team to incorporate insights from field performance directly into the production facility, ensuring designs evolve for better support and usability. 4. Digital Parts Management with eCommerce: Schwarze has established an eCommerce platform featuring individualized drawings for each machine. These online build books streamline the process by integrating with a unified parts database, removing the need for redundant parts book updates and enhancing accuracy. This system references consistent part numbers across service parts, with increasing clarity and detail as the database grows. 5. Customer Service Training Program: Schwarze mandates regular training classes to its dealer network and internal employees at Schwarze Industries for all parts and service personnel. Training covers the Digital Parts Platform for eCommerce to familiarize dealers and customers of the tools offered at Schwarze.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Schwarze currently sells throughout North America and is willing to provide products, parts and service to all participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schwarze currently sells throughout Canada utilizing Canoe as well as their current Sourcewell Contract and is willing to continue to provide products, parts and service to all Canadian participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Schwarze expects to sell, service and support their products throughout all of North America and does not expect to have any issuing doing so.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Schwarze expects to sell, service and support their products to all participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories. Schwarze currently sells and supports units in all of the mentioned areas.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Schwarze will have no restrictions for extending sales and support to Sourcewell Non-Profit Members. If extended payment terms are needed, they will be evaluated on a case-by-case basis.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Schwarze Industries leverages Sourcewell in their marketing strategy by highlighting the benefits of cooperative purchasing contracts. Sourcewell, a self-supporting government organization, partners with education, government, and nonprofits to streamline procurement processes. Here are some key points of Schwarze Industries strategy: Sourcewell Branding: Schwarze promotes Sourcewell through digital media, websites, and product brochures. Sourcewell Training Sessions: Schwarze salespeople and their dealer sales representatives 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. Competitive Contracts: Schwarze promotes the competitive contracts awarded by Sourcewell, emphasizing how these contracts save time and money for over 50,000 member organizations. Wide Range of Services: Schwarze showcases the variety of services available through Sourcewell contracts, including street sweeping, stormwater management, industrial sweepers, runway foreign object debris removal, sidewalk debris removal, rental units both short and long term, and discounted parts purchasing. Ease of Procurement: By using Sourcewell contracts, Schwarze simplifies the purchasing process for their customers, making it easier for them to access their products and services. This approach not only boosts Schwarze's visibility but also reinforces their commitment to providing efficient and cost-effective solutions to their clients. Schwarze Industries with the assistance of DuCo, Contract Administrator, and Sourcewell's vendor support materials trains internal sales personnel as well as authorized Schwarze Dealers. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts since 2009 with an abundance of success with many manufacturers. See the attached recent examples of marketing and advertising materials. NiteHawk focuses on targeting municipalities, industrial clients, and private contractors through a combination of printed and digital outreach, trade shows, direct sales (in person product demonstration demonstrations), and industry partnerships. NiteHawk maintains a main website, used sweeper website, and online parts store optimized for search engines, along with informative video content to attract and educate potential buyers. Combined with active participation in industry trade shows and targeted advertising in industry publications round out those efforts. See attached NiteHawk brochure	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To strengthen its market presence and better serve customers, Schwarze Industries employs a comprehensive suite of digital marketing techniques across multiple platforms: Website Optimization Schwarze's website is designed to empower visitors with easy access to product information and support. Each product page features a simple request form, enabling users to submit inquiries directly to the sales or service team. These interactions are tracked through CRM software for follow-up and analysis. Additionally, Schwarze utilizes Google Analytics to track user behavior and refine the site's performance based on traffic sources and user engagement. Content Marketing and Online Visibility Schwarze builds lasting relationships with its audience by consistently creating and publishing high-quality, relevant content. This includes regular articles posted on its website and social media platforms, offering insights into the sweeping industry and Schwarze's product advantages. Many of these articles are also published monthly in leading industry trade magazines. In addition, Schwarze runs print advertisements to increase visibility in professional publications. This ongoing content creation also helps optimize how Schwarze appears in search engine results. By targeting sweeper-related keywords and regularly refreshing content, we increase our online discoverability. Search Engine Marketing (SEM) Through Google Ads, Schwarze bids for top placements in sponsored search results. These targeted ads appear when users search for relevant keywords, directing traffic to either the Schwarze website or a dealer-specific landing page, depending on the campaign goals. Social Media Marketing Schwarze actively engages with audiences across Facebook, Instagram, LinkedIn, Twitter, and YouTube. Through a combination of organic content and targeted paid promotions, Schwarze enhances brand awareness, drives website traffic, and cultivates customer loyalty. Digital Display Advertising The company deploys image, video, and text banner ads on key industry websites, including Iron Markets, Pavement Magazine, Roads & Bridges Magazine, and North American Sweeper Magazine. These ads help Schwarze reach a targeted audience of professionals in the street sweeping and municipal equipment sectors. Email Marketing Email remains a vital communication tool for Schwarze. Through newsletters, product updates, and parts promotions, Schwarze maintains direct contact with interested customers and prospects. Email campaigns help address customer needs promptly and keep the brand top of mind. AI-Driven Content Strategy Schwarze embraces artificial intelligence as part of its evolving digital marketing strategy. They are actively exploring ways to create content that is easily indexed and searched by AI-driven search tools. By optimizing their structure, metadata, and language for large language models and AI search engines, they ensure their brand remains highly visible in the next generation of information discovery. Their forward-thinking approach includes experimenting with AI tools for content generation, data analysis, and enhancing customer engagement. NiteHawk leverages a mix of marketing tools and strategic partners to position itself as a leader in the medium-duty sweeper market. These tools include: Salesforce, Hubspot, iContact, Monday.com, TEAK Creative, BigCommerce.com, Wordpress, MS PowerAutomate
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell has proven expertise in promoting their contracts, which has been reflected in the growth of their sales. Sourcewell provides many opportunities for the sales of the products on contract via tradeshow attendance, printed marketing materials, and web traffic. Schwarze's expectation is that Sourcewell continue to promote the awarded contracts by ensuring their membership is aware of the products and services that are available from the reputable contract holders. Also, Sourcewell is expected to advance the pricing advantages and ease of procurement as significant solutions to their members. This in turn will advance our product sales. Schwarze appreciates Sourcewell staying relevant in an ever-changing legal and purchasing arena.

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The larger road and airport sweeper products represented in this response do not lend themselves to E-Procurement. Each sweeper is "made to order" and has an extreme number of variables. In future plans, there may be stock units for parking lot sweepers that may be sold through E-Procurement. Schwarze does have the ability to process warranty parts and parts support sales through Schwarze's innovative E-procurement web site that also includes comprehensive schematics based on individual unit serial number. This allows the customer to see their sweeper in a 3-D drawing and utilize point-click parts selection based on drawings accessed through the parts web site.	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers will also do follow up training for members beyond the initial delivery for an additional fee. For those who seek a more in-depth Operator or service training option, Schwarze has a successful (12 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 15 to 20 students a month on maintenance and operations of their products. Cost of the three day class is \$150. See attached training schedule for 2025. Schwarze will also provide operations and maintenance videos to Members. There are also training videos available on YouTube.	*
42	Describe any technological advances that your proposed Solutions offer.	Over the past three years, Schwarze Industries has made several notable technological advancements, particularly in the realm of sustainability and electric vehicle innovation. Here are some key highlights: 1. Launch of the M6 Avalanche EV Sweeper In 2023, Schwarze Industries unveiled the M6 Avalanche EV, a 100% electric street sweeper prototype, at the CONEXPO-CON/AGG in Las Vegas. This marked a significant step toward eco-friendly urban maintenance. Key features include: • Zero emissions for reduced environmental impact. • Improved efficiency for longer operating ranges and faster charging times. • Potential for lower operating costs due to reduced fuel and maintenance needs. • Future integration of solid-state battery technology for even better performance. • Reduced noise for less noise pollution contribution • Reduced hydraulic components for less potential for spills and easier maintenance • Use of an eco-friendly biodegradable hydraulic oil 2. Launch of the M6 Avalanche HEV Sweeper In 2024, Schwarze Industries developed the M6 Avalanche Hybrid Electric, an internal combustion engine paired with a fully electric street sweeper body. Designed for municipalities and contractors seeking greener alternatives without the full infrastructure demands of all-electric fleets. • Combines a traditional internal combustion engine with electric drive components. • While not fully electric, the hybrid system reduces engine load and emissions during operation. • Offers a 24% improvement in fuel efficiency compared to standard diesel models. • Same electrified sweep components as the full EV M6 for reduced hydraulics and an increase in efficiency 3. Launch of the M5 Torrent In 2024, Schwarze Industries launched the M6 Torrent, a non-CDL mechanical street sweeper designed for municipalities, contractors, and road maintenance crews who need high performance without requiring a commercial driver's license. Here's a detailed overview of its features and capabilities: • Non-CDL unit operable without a commercial driver's license. • Heavy duty conveyor system designed with the choice of squeegee or belt. • Smart control system designed for ergonomic in-cab controls • Single engine design for fuel efficiency and reduced maintenance These technological advancements ensure that Schwarze Industries remains a leader in providing innovative, efficient, reliable, and environmentally friendly sweeping solutions.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	In the Spring of 2023, Schwarze Industries and NiteHawk introduced prototypes for two new products that will make significant reductions in their customers' greenhouse gas (GHG) emissions for years to come. These products are Schwarze's fully electric M6 mechanical street sweeper and NiteHawk's hybrid electric mid-size regenerative air sweeper. In 2024, Schwarze also added hybrid electric version of the M6 mechanical street sweeper into the mix. Early on, Schwarze knew that they could mount the new electric sweeper unit onto a conventional diesel chassis and achieve at least a 24% fuel efficiency improvement as compared to existing sweeper units. They also knew that this would be attractive to customers who want the economic and environmental benefits of the electric sweeping unit but were either unwilling or unable to pay the high price point of the fully electric chassis or bear the cost of installing the necessary charging infrastructure. In early 2025, this new hybrid product was shown to the public and Schwarze Industries plans to begin shipping these products within twelve months. Generally, air sweepers require significantly more power to operate as compared to their mechanical cousins, so given the limits of current commercially available battery technology, it is pragmatic to start with the smaller units first. In 2023, NiteHawk introduced the Hybrid Raptor to the public and since then, they have been testing and perfecting the product to the point that it exceeds the performance of the conventional Raptor, while offering a 38% improvement in fuel efficiency. Schwarze Industries regenerative air impellers (fans) are precisely matched to the horsepower of the engine in the debris system. They optimize their weight, airflow inertia, and size to achieve the most efficient performance throughout the engine's power range. Efficient Impeller Production: Schwarze impellers are laser-cut from metal, ensuring minimal wear and distortion. They are weighed, sorted, and welded to create a balanced fan. Schwarze's robotic welding delivers highly consistent results, while dynamic balancing with custom hardware and software ensures optimal engine life. Schwarze uses a sub-harmonic vibratory stress-relief process, which avoids the thermal side effects common in traditional heat-treating methods. This green alternative, endorsed by the U.S. Department of Energy, cuts carbon emissions and energy consumption by up to 98% and significantly reduces weld cracking. This process enhances the durability of their equipment, which is crucial for withstanding the demanding conditions of sweeping. Internally, Schwarze has changed all lighting to LED throughout its operations. LED Lighting consumes less energy than halogen lighting leading to reduced greenhouse gas emissions and a smaller carbon footprint. Schwarze Industries has reduced their water usage by 61% since 2021. This is a significant reduction in water waste to improve water conservation.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The Schwarze Industries A7 Zephyr adheres to the AC 150/5210-24 standards pertaining to Airport Foreign Object Management, specifically designed for airfield cleaning applications. This model effectively mitigates the risks associated with Foreign Object Debris (FOD), thereby playing a pivotal role in protecting both the physical safety and economic integrity of aviation operations. The A7 Zephyr is instrumental in facilitating the removal processes integral to a comprehensive FOD management program, addressing key operational areas essential for maintaining airfield safety and efficiency. Schwarze Industries holds certification from the Air Movement Control Association (AMCA) for test number 16110-A1, validating the specifications related to airflow, acoustic performance, power consumption, and overall operational efficiency, thereby ensuring demonstrated performance standards. Schwarze Industries utilizes the John Deere Engine Family SJDXL04.5315, which adheres to the emission standards for criteria pollutants, including non-methane hydrocarbons, nitrogen oxides, carbon monoxide, and particulate matter, as defined in the 13 CCR 2423 California test procedures for off-road compression-ignition engines. Schwarze Industries provides certified street sweepers under the South Coast Air Quality Management District rule 1186. The AQMD test provides end users with confidence that Schwarze products reduce the amount of dust particulates produced during sweeping operation. Schwarze Industries has been awarded the ISO 9001:2015 certification by the SRI Quality System Registrar. This certification reflects our commitment to quality management. The ISO 9001:2015 standard ensures that Schwarze Industries maintains high-quality products and services through effective documentation, planning, resource management, and performance analysis. See the attached certifications for items listed above.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Schwarze Industries is renowned for its comprehensive sweeper line, offering solutions for various applications such as parking areas, industrial sites, airport runways, and streets. Schwarze and its dealer network listen to the customers' needs to sell based on the customer's application to provide the best overall customer experience. Schwarze dealer network consists of 120 locations and 760 Sales and Service team members. The team built through the dealer network has been established to support the Sourcewell Member's sweeping equipment. Schwarze celebrated its 50-year anniversary in 2024 and has the support of the Alamo Group to expand its network with partnerships with the brand names of Freightliner, International, Isuzu, Peterbilt, John Deere, Cummins, and Deutz to provide superior customer service. Schwarze Industries stands out by emphasizing product differentiation, showcasing unique features and superior performance compared to competitors. Exceptional customer service and personalized experiences make Schwarze customers feel valued and understood. A distinct and memorable brand voice resonates with our customers, shown through detailed testimonials and reviews providing trust and credibility. Demonstrating the value of our products and services through real-world examples and case studies further sets Schwarze Industries apart in the market. Schwarze Industries operates a sophisticated eCommerce platform known as the Schwarze eStore. This platform facilitates the procurement of components, accessories, and equipment specifically designed for street sweepers. Users can navigate the site through detailed categorization or by specific model, providing easy access to technical manuals and a comprehensive library of instructional videos. The site also features an array of Schwarze-branded merchandise. Furthermore, Schwarze Industries has integrated GenAlpha's Equip360 eCommerce solution, which enhances the user experience by offering advanced interactive 2D and 3D eCatalog capabilities for efficient parts acquisition. Schwarze is expanding its warranty system by utilizing GenAlpha's Equip360 platform offering online processing of warranty claims. This will be rolled out by the end of 2025 and will increase the efficiency of the warranty claim process and allow for customers to decrease the downtime of sweeper operations. Schwarze also offers Industry leading warranties such as: 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. Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. NiteHawks unique power system helps them stand apart in the market as the only hydraulic powered parking lot sweeper. With a knowledgeable customer service team and the industry's longest warranties, our value proposition to sweeper operators is very strong. NiteHawks single engine hydraulic system powers the sweeper, this eliminates the need for a second engine reducing maintenance complexity and costs. This system significantly lowers fuel consumption and noise pollution with no auxiliary engine. NiteHawk's are the quietest sweepers on the market making them ideal for noise sensitive environments and better working conditions for operators.
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46	Describe in detail warranties offered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Schwarze warrants their equipment to 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. Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed. 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. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable. Schwarze warrants 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. There are longer warranty coverage periods for commercial chassis. That coverage, for example, would come from the chassis manufacturer, the standard chassis warranty varies based on component being covered. Also, some Schwarze models utilize John Deere auxiliary engines that have a five-year coverage period. Each OEM component would be covered by their own warranty and Extended multiple-year warranties are available to purchase for Schwarze units and the other OEM components at the original time of purchase. Service for parts and labor warranty coverage is expected to be provided by local dealerships. Customers must take their equipment to those dealers to handle warrantable and non-warrantable issues. Travel time and mileage may be considered and covered under warranty but must be approved by dedicated warranty specialists for prior authorization. Every geographic region of the United States and Canada will be covered by either the local dealer's certified technicians or Schwarze will provide each customer with 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. NiteHawk maintains one of the longest warranties in the industry, with a 5 Year / Unlimited mileage warranty on the sweeper power system, and proportional warranties on additional components. The chassis maintains its full warranty through the original manufacturer, ensuring complete coverage from top to bottom.	*
47	Describe any limitations, restrictions, or other factors that adversely affect warranty coverage, including any coverage for items made by other manufacturers such as chassis.	Schwarze and NiteHawk do 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. 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.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed. Schwarze is also utilizing a Small Disadvantaged Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.	*
49		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
50		Women Business Enterprise (WBE)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
54		Small Business Enterprise (SBE)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
55		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*
56		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE, HUB Zone or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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57	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). PCards can be used to purchase parts only.	*
58	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 customer interest. Schwarze does not quote rates or terms for leasing, however it should be known to members that they have this service available to them. Schwarze will work with other Sourcwell awarded vendors (NCL) or any leasing agency of the member's choice.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See the attached examples of a Sourcwell Quote and a Letter of Authorization.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	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.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Schwarze is committed to providing Sourcwell members with a percentage discount off the manufacturer's list price for all units included in this offer. The discount will specifically apply to the base model portion of the award. Most Schwarze products are mounted on commercial truck chassis, and to ensure the customers receives both convenience and the most competitive pricing, Schwarze will offer the truck chassis at a pass-through price with no associated profit. This arrangement enables members to benefit from quantity discounts available from chassis manufacturers to body manufacturers, as Schwarze acquires chassis at significant bulk discounts. Additionally, customers are welcome to supply their own chassis for mounting the body if they prefer.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schwarze Industries Discounts for Sourcwell Members: Sweeper Products Discount: 5% discount on the base model list price for all sweeper products. Parts Orders Discount: 3% discount on parts orders exceeding \$12,000. Free shipping on parts orders exceeding \$12,000. Note: The 3% discount applies only to parts purchased after the original equipment purchase. This discount does not apply to equipment options. How to Receive Parts Discounts: Members must issue a purchase order for parts directly to Schwarze Industries; this must include the Sourcwell Member Number in the purchase order. Rental Units: Sourcwell Members will receive a 5% discount on National MSRP rental rates for both weekly and monthly rentals. For rental discounts, members must issue a purchase order for rentals directly to Schwarze Industries and must include their Sourcwell Member Number.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze is pleased to provide extra savings for bulk orders. When members place a single purchase order for 4 or more units, they will receive an additional 2% discount off the already discounted base model sweeper price. Please note that Schwarze and NiteHawk do not currently have any rebate programs available.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Schwarze aims to cover all items listed on their commercial price lists. However, they understand that there may be specific needs that aren't included. Schwarze is committed to fulfilling any special requests from Sourcwell members whenever possible. For these specific items, the price will be cost plus 30%. Before processing an order that includes "Open Market" items from a Sourcwell member, Schwarze will confirm the availability of the requested item and provide a price. Any documentation related to the costs of these items will be provided on a case-by-case basis upon request.	*

65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are a few costs that aren't covered in the pricing outlined in this proposal. Described as follows: Freight and Delivery: Freight charges will be paid upfront and added to the members' quote and invoice. Generally, small items will be delivered via UPS or through other freight carriers, such as Federal Express or DHL. The actual shipping cost will be directly passed on to the customer without any markup from Schwarze. There may be minimal handling fees if special packaging is needed, and if applicable, the member will be informed of any such charges before placing the order. Federal Excise Tax: Schwarze is legally obligated to collect a Federal Excise Tax on truck-mounted units with a gross vehicle weight (GVW) over 33,000 pounds. This tax will be listed as a separate line item on the customer invoice, and Schwarze will remit the tax directly to the Internal Revenue Service at a rate of 12%. Most municipal and non-profit organizations are exempt from this tax; if Schwarze receives a Federal Excise Tax Exemption Certificate, they won't need to collect this tax. Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of mounting the body on the desired truck chassis. Federally Mandated Items: Any costs associated with federally mandated items will be passed on to the member. The pricing from Schwarze/NiteHawk includes the mandated items known at the time of this proposal. If new federal mandates arise after this proposal date, any costs incurred to comply with these mandates will be communicated to the member prior to issuing any purchase order. This typically pertains to meeting future EPA standards, such as Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are from local dealers for inspecting, testing, and servicing the unit, as well as for local extended delivery and follow-up training. These expenses are simply passed through to the member from the local dealer.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be pre-paid and the cost will be delineated in the quotation and/or invoice. These freight charges are at pass-through cost. If members desire, they have the option to either pick up the units directly from the factory or arrange for delivery through a service of their choosing. Schwarze has secured discounted shipping rates based on quantity and will extend these savings to members. Parts are delivered free of charge if ordered using a Sourcewell awarded contract.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery fees for Canada, Alaska, Hawaii, and other offshore locations will follow the same structure as the previous delivery programs stated for the contiguous United States. Shipping fees to the port will be calculated in the same way. If you prefer Schwarze to deliver via ocean transport, they will relay the negotiated shipping rates they acquire from the ocean transport carrier directly to the member. It's worth noting that many customers in these regions often have their own shipping agreements in place. If that's the customer's situation, Schwarze can arrange the shipping to the members preferred port and will ensure they receive all necessary documentation. The goal at Schwarze is to supply the equipment exactly as specified and to ensure customer satisfaction with the delivery.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Schwarze offers their customers competitive freight pricing that has been carefully negotiated. Many of their dealers currently have units available in stock. Members can take advantage of these units, which not only improve delivery times but may also provide better pricing on inventory from the previous year.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	To ensure clarity and efficiency in the proposed contract representation, Schwarze has implemented an automatic audit process. With DuCo, LLC designated as the Contract Administrator and the sole source of Sourcewell quotations, this self-audit mechanism becomes possible. This means Schwarze won't need to depend on various reports from different dealerships for accurate sales tracking. Instead, DuCo has the capability to document each sale at the time of the order, eliminating the need for post-sale data collection. DuCo is responsible for preparing quotations for every member in accordance with contract guidelines. Each quotation explicitly includes the Sourcewell Contract Number. Upon receiving a purchase order, Schwarze will require that it references this contract number, ensuring that all employees recognize it as a Sourcewell contract sale. When a sale is made, it is promptly recorded and accounted for in the Sourcewell sales spreadsheet, streamlining end-of-quarter reporting to reflect true period results. Additionally, as a further verification step, when Schwarze receives payment for any unit, they will verify the contract associated with the purchase. This double-check method reinforces accurate accounting for each sale.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Schwarze understands the importance of effectively serving Sourcewell Members with their products. To ensure that they meet the needs of the Sourcewell Members, Schwarze will conduct regular evaluations of sales on a quarterly and annual basis to monitor their growth. They will adapt their strategies based on regional performance through dealer training and participation in Sourcewell training sessions. As part of the Alamo Group, Schwarze aims to achieve a year-over-year increase in sales. Schwarze follows a comprehensive annual marketing plan designed to enhance their outreach to potential customers, including Sourcewell Members, to reach their objectives. Schwarze is committed to not only boosting sales to Sourcewell Members but also to expanding their market share in the sweeper product category offered to these members. A measurable increase in Sourcewell market share, relative to competitors in the same category, will serve as a key indicator of their success under the Sourcewell Contract.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Schwarze suggests implementing a 1% administrative fee. This fee will be based on the member price after deducting the chassis cost, applicable sales tax (if applicable), and any dealer prep or delivery fees.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Schwarze/NiteHawk appreciates the significance of the national Sourcewell Contract and is committed to offering the best possible discounts to Sourcewell members	*

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

Line Item	Question	Response *	
73	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	Schwarze Regenerative Air Sweeper Machines A4 Storm - The enhanced A4 Storm is a compact yet powerful full-size 4.5 cubic yard non-CDL regenerative air street sweeper. It boasts impressive performance in critical areas like dump height, water capacity, broom size, sweep width, ergonomics,	

and overall sweeping efficiency. Its short wheelbase and high maneuverability make it ideal for construction site cleanups and downtown roads with tight spaces. The A4 Storm features a robust sweeping head and fan system, large corrosion-resistant polymer toolboxes, and a standard water system of 130 gallons, which can be expanded by an optional 66-gallon tank for a total capacity of 196 gallons.

A7 Tornado Twin Engine- The A7 Tornado Twin Engine is an impressive 8.4 Cubic Yard Large Multipurpose Regenerative Air Sweeper, featuring a Canbus control system, a sweeping path of 144 inches, a 32.75-inch whisper wheel, and 12-inch intake tube, all displayed on a full-color screen. This versatile machine is perfect for various tasks, including municipal street cleaning, highway maintenance, construction site cleanup, and managing stormwater pollution. With its advanced capabilities, the A7 Tornado helps cities and contractors comply with the EPA's MS4 requirements, effectively mitigating stormwater runoff.

A7 Tornado Single Engine – The Schwarze A7 Tornado SE delivers the same impressive performance and options as its twin-engine counterpart without the need for a secondary internal combustion engine. It excels in typical sweeping tasks at lower speeds, which translates to reduced noise and operational costs. When you need maximum power for demanding jobs like construction or spring cleanup, the A7 Tornado SE matches the sweeping capability of the A7 Tornado Twin Engine.

A7 Zephyr - The Schwarze A7 Zephyr represents a sophisticated solution for runway maintenance, specifically engineered operating at speeds of 25MPH to facilitate effective foreign object debris (FOD) management on airport runways and tarmacs. This machine operates in accordance with FAA and Department of Defense standards, ensuring compliance with critical aviation safety protocols. Key specifications include an 8.4 cubic yard hopper designed for extended operational capacity. The sweeper employs three distinct FOD removal methodologies: a vacuum and brush system that efficiently collects surface debris; a truck-mounted magnet for the capture of metallic particles; and a high-velocity lateral blast head that dislodges entrenched debris. Additionally, the unit features a glycol recovery system to reclaim de-icing fluid, further enhancing its operational efficacy.

A8 Twister Twin Engine - This high-dump regenerative air sweeper is designed for efficiency boasting a generous 6 cubic yard capacity. Its standout attributes include a dual-chambered full-width blast orifice head that offers an impressive 144" sweeping width, a powerful 32.75" fan, a robust 134 horsepower John Deere auxiliary engine, and a user-friendly full-color display. The Twister merges the vital road-cleaning functions of the A7 Tornado with a high-dump hopper, enabling dumping heights from 2 to 12 feet. This innovative design allows for effortless unloading of collected debris directly into waste haul trucks or containers. This adaptable machine is ideal for a range of tasks, such as cleaning municipal streets, maintaining highways, tidying up construction sites, and handling stormwater pollution.

A8 Twister Single Engine - The Schwarze A8 Twister Single Engine delivers the same impressive performance as its twin-engine counterpart, enabling efficient sweeping at low single-engine speeds. This not only reduces noise levels but also minimizes operational costs. When the job demands full power, whether it's heavy-duty construction or spring cleanup, the A8 Twister SE provides the same sweeping power you'd expect from the twin-engine A8 Twister. It's designed to operate in the same way as the twin-engine model, so there's little to no extra training required for operators and technicians.

A9 Monsoon Twin Engine – The A9 Monsoon Twin Engine boast the largest payload in the regenerative air sweeping category with a 9.6 cubic yard hopper, the Monsoon Street sweeper ensures less downtime, enabling extended sweeping sessions before needing to be emptied. Key features include a sweeping width of 144 inches, a large saw-tooth hopper screens, a backlit Canbus control panel, a catch basin vacuum hose, and high-pressure washdown system. This adaptable machine is ideal for a range of applications, such as municipal street cleaning, highway upkeep, construction site clearing, and stormwater pollution management.

A9 Monsoon Single Engine - The Schwarze A9 Monsoon Single Engine delivers the same impressive performance as its twin-engine counterpart, excelling in typical sweeping tasks at low single-engine speeds. This feature not only minimizes noise but also keeps operational costs down. When heavier demands arise, such as during construction or spring cleanup, the A9 Monsoon SE provides robust sweeping power on par with the twin engine version. It's designed to function just like the twin-engine model, ensuring that minimal additional training is required for operators and technicians.

Schwarze Pure Vacuum Sweeper

Hypervac Pure Vacuum Road Sweeper – The Hypervac is a powerhouse boasting an 8.4 Cubic Yard capacity. This innovative sweeper harnesses the remarkable strength of the A series models within a unique vacuum system. Unlike traditional sweepers,

the Hypervac ensures that air is thoroughly cleaned of dirt and debris before it is released back into the atmosphere, making it an eco-friendly choice. Equipped with five brushes operating simultaneously, this machine effectively tackles various road surface conditions, providing a clean and debris-free finish. Its groundbreaking five-brush design sets a new standard in the pure vacuum market and is exclusively a Schwarze product.

M4 Cascade Mechanical Broom Sweeper – The M4 Cascade is a robust 4 Cubic Yard non-CDL mechanical sweeper designed for efficiency, featuring a remarkable dumping height of 10 feet. Its advanced 6 sense control system allows for convenient one-button operation, along with six customizable presets to accommodate various sweeping conditions. Notable highlights include dual 42" gutter brooms with standard tilt and an optional extension for enhanced performance. With a nimble turning radius of 16.7 feet on a 19,500 GVWR chassis and a powerful 74 horsepower auxiliary engine, this sweeper also boasts independent down pressure functionality on the rear broom, effectively reducing coning during operations. The M4 Cascade is the perfect solution for small contractors and government entities in need of heavy-duty sweeping capabilities.

M5 Torrent Mechanical Broom Sweeper – The M5 Torrent takes the compact design of the M4 Cascade and enhances it with a slightly larger footprint. The Torrent is built on a robust 25,999 GVWR chassis, ensuring it stays within the non-CDL category. This design allows for increased load capacity and a sturdy frame that is perfect for long highway journeys between jobs. Key attributes include a sweeping width of 134 inches, 49-inch gutter brooms, a generous 250-gallon water tank, and a durable 4.5 cubic yard stainless steel hopper designed for lasting performance.

M6 Avalanche Mechanical Broom Sweeper – The Schwarze Industries M6 Avalanche is a heavy-duty mechanical broom street sweeper designed for municipal, industrial, and construction applications. Key features include a 5 Cubic Yard stainless or carbon steel hopper, CAN operating system with "Six Sense" controls, 134" sweeping width, 250-gallon water tank, 58" main broom width, and the choice of squeegee and belt conveyors. Frequently utilized by paving contractors in conjunction with milling machines and tar and chip operations, the M6 Avalanche delivers the power required to excel in these demanding situations.

M6 Hybrid Electric Mechanical Broom Sweeper – The Schwarze M6 Avalanche Hybrid Electric is revolutionizing the world of mechanical broom sweeping by combining the robust power of diesel with the efficiency of electric technology. This state-of-the-art sweeper is engineered to enhance performance, minimize emissions, and cut down on operating costs. We've done away with the traditional hydraulic drivetrain in favor of a fully electric drive system that features a closed-loop feedback mechanism. This innovation ensures top-notch responsiveness and optimal performance while reducing energy loss and maintenance needs. Key features of this unit include 134" sweeping width, 49" gutter brooms using high torque magnet electric motors, the choice of squeegee and belt conveyors, a dump system that uses biodegradable environmentally acceptable hydraulic oil, and an updated control system designed ergonomically for operator comfort.

Parking Lot Sweepers

Schwarze Super Vac Gale force – The Gale Force is the top choice for a 4.5 Cubic Yard parking lot sweeper. The equipment boasts impressive features such as a powerful 74hp auxiliary engine, a generously sized 39-inch diameter gutter broom, an extended dumping height of 6 feet 6 inches, cutting-edge 30-inch whisper wheel technology, 130 gallons of water, and a corrosion-resistant stainless hopper. Engineered for the toughest demands of parking lot sweeping professionals, the Gale Force is built to perform reliably every single day.

Schwarze Super Vac Vortex – The Vortex is a compact Parking Lot Sweeper that packs the same impressive capabilities as the Gale Force but is designed specifically for smaller sweeping contractors. It comes equipped with a durable 4.5 cubic yard stainless-steel hopper, a 25-horsepower engine, a 93-gallon dust suppression system, and 26" vertical steel gutter broom, making it well-suited for tackling the demands of parking lot sweeping.

Schwarze Super Updraft – The Super Updraft combines the exceptional performance of Schwarze parking lot sweepers with a sleek, low-profile design. Built on either a conventional pickup truck or cabover chassis and a compact 3 cubic yard stainless steel hopper, the Super Updraft excels in tight spaces with vertical clearance restrictions, making it perfect for parking garages. Other notable features consist of a whisper wheel fan, a dump height of 69 inches, and a sweeping width of 81 inches. Wherever you need it, the Super Updraft is your go-to solution for keeping parking lot areas spotless with minimal effort.

Schwarze Updraft – The Updraft is the perfect solution for maintaining delicate

		surfaces in your parking areas. This lightweight sweeper is designed specifically for those sensitive surfaces, ensuring that decorative bricks and pavers remain unscathed, thanks to its poly wafer gutter broom. Crafted with durability in mind, the 2 cubic yard stainless-steel hopper ensures that the Updraft stands the test of time. It's an ideal choice for colleges, universities, and beautifully landscaped downtown areas. Schwarze Super Vac Aero – The Supervac Aero is a 2 Cubic Yard Portable Slide-in/Tow-Behind Trailer Sweeper, this machine is perfect for on-site use, providing quick and efficient cleanups after events. Whether it's a sports arena, concert venue, or public park, the Aero excels at keeping these spaces tidy. Plus, it features a side air blast capability, which is ideal for clearing debris when that's the preferred method. NiteHawk Raptor – The Raptor boasts 35 years of innovative engineering and thorough field testing that led to outstanding sweeping performance. It is carefully crafted for use in parking lots and garages. Thanks to its advanced hydraulic system, this machine efficiently manages various types of debris and materials. It operates reliably and quietly, making it suitable for cleaning in spaces where conventional sweepers struggle. With power, quiet operation, and exceptional efficiency, the RAPTOR is truly in a league of its own. NiteHawk Osprey – The Osprey represents the next evolution in sweeping technology, expertly designed to adapt to a wide range of operating conditions. Its low-profile conventional chassis makes it versatile enough for any setting. After 35 years of innovation and rigorous field testing, the Osprey II has emerged as the leader in sweeping performance. Its cutting-edge hydraulic system boasts the capability to tackle any debris in its path. Thanks to its dependable and quiet operation, you can clean in environments where other sweepers fall short. It's powerful, discreet, and remarkably efficient. Schwarze ReFleet Program - The Schwarze Industries ReFleet Program is a service initiative designed to help customers restore and refurbish their existing street sweepers to OEM factory standards. This program allows users to extend the lifespan of their equipment while maintaining optimal performance and reliability. Training Academy - Schwarze Industries also has a state-of-the-art Training Academy designed to provide hands-on training for Schwarze Industries' products available to operators and maintenance technicians that has graduated more than 1000 people. The 7,000-square-foot facility is equipped with modern diagnostic tools and focuses on electrical system diagnosis, control system troubleshooting, and noise/vibration analysis. Upon completion, participants receive an official certification from Schwarze Industries. Schwarze and NiteHawk also offer onsite training for operators and maintenance technicians available to customers with large fleets. Sourcewell Members can take advantage of a 3% discount on wear parts when their purchases exceed \$12,000.00. Plus, enjoy complimentary shipping through the Schwarze delivery platform. Sourcewell Members can also purchase stock units, demonstrator Equipment and used units when available. These options can provide an even more significant price and delivery advantage. Schwarze is offering rental units for both short and long term solutions at a discount to Sourcewell Members.	
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	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 Electric Sweepers Rental Sweepers Sidewalk Sweepers Catch Basin Cleaning units Trailer mounted sweeper	*

75	Detail any runway sweeping and cleaning equipment that is FAA compliant (such as Part 139, AC 150/5210 Foreign Object Debris, National Aerospace Standard 412).	Schwarze Industries offers FAA-compliant runway sweepers designed to meet Part 139 regulations, AC 150/5210 foreign object debris (FOD) removal standards, and National Aerospace Standard 412 requirements. One of their most notable models is the A7 Zephyr, a high-speed regenerative air runway sweeper. The A7 Zephyr is engineered with several advanced features, including an integrated vacuum and brush system that promotes efficient cleaning. It possesses the capability to sweep in reverse, enhancing operational versatility. Additionally, it may be equipped with a glycol recovery system designed specifically for the effective collection of deicing fluids. The adjustable high-velocity side blast air blower further optimizes debris removal from runways. This model is utilized across international airports, military installations, and regional airfields.	*
76	Describe any service contract options or extended warranties offered with your proposal.	Schwarze Industries and NiteHawk provide comprehensive service contracts and extended warranty options to guarantee the long-term reliability and optimal performance of their street sweepers. Each sweeper is equipped with a standard one-year or 1,200-hour parts and labor warranty. Customers can choose to extend this coverage for an additional 2 to 5 years. Hydraulic components are supported by a robust 5-year or 6,000-hour warranty, while motors and valves come with a 2-year warranty. To maintain the integrity of extended warranties, customers are required to utilize OEM filters and conduct annual warranty inspections through authorized service dealers. Service Contracts are designed to encompass maintenance and repairs executed by Schwarze-certified specialists, ensuring adherence to the highest industry standards. Sourcewell Members can purchase Service Contracts at the time of original equipment purchase or after the fact purchase through their local dealers. All components utilized are supported by an OEM parts warranty, guaranteeing superior quality replacements that optimize operational efficiency. Preventative Maintenance Plans are strategically formulated to minimize downtime and enhance the longevity of equipment. Furthermore, the robust dealer support network ensures that customers receive prompt local assistance and service representation, facilitating swift resolution of any issues encountered.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Street sweeper	☒ Yes ☐ No	Schwarze and NiteHawk offer many types of units in this category from a 2 yard debris hopper unit to the industries largest 9 yard debris hopper as well as two different type of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers that can also be considered road debris vacuums for the heaviest materials. In order to meet individual Member requirements, there are four different platforms (gas, diesel, CNG and electric), as well as single engine or twin engine technologies	*
78	Sidewalk sweeper	☒ Yes ☐ No	Schwarze offers a tow behind small Aero sweeper for sidewalk sweeping	*
79	Parking lot sweepers	☒ Yes ☐ No	Schwarze/NiteHawk is the number one manufacturer of parking lot sweepers in the world. There are 7 models of parking lot sweepers to choose from.	*
80	Runway sweeping and cleaning equipment	☒ Yes ☐ No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweeper sections. Many sizes and many fuel type options.	*
81	Litter, trash, and debris vacuums	☒ Yes ☐ No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal from either sidewalks, catch basins or large objects off of streets.	*
82	Optional equipment, accessories, supplies and replacement or wear parts (complimentary to proposers offering in 77-81 above).	☒ Yes ☐ No	Schwarze offers all members the ability to receive discounts and free shipping on parts.	*
83	Rental options (complimentary to proposers offering in 77-81 above)	☒ Yes ☐ No	Schwarze is offering discounted rental sweepers in this proposal.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcewell.

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

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

- [Pricing](#) - Schwarze SW Pricelists 5_30_2025.zip - Tuesday June 10, 2025 17:09:33
- [Financial Strength and Stability](#) - 2025 SCHWARZE FINANCIAL DOCS.zip - Friday May 30, 2025 08:37:52
- [Marketing Plan/Samples](#) - SCHWARZE MARKETING DOCS.zip - Friday May 30, 2025 08:38:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - SCHWARZE STD TRANS DOCS.zip - Friday May 30, 2025 08:38:21
- [Upload Additional Document](#) - SCHWARZE MISC DOCS.zip - Friday May 30, 2025 08:38:36
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_062425_Street_and_Specialty_Sweepers Tue May 27 2025 04:08 PM	☒	1
Addendum_1_RFP_062425_Street_and_Specialty_Sweepers Thu May 8 2025 04:14 PM	☒	1