

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schulte Industries Ltd., 100 John Schulte Drive, Englefeld Saskatchewan Canada S0K1N0 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

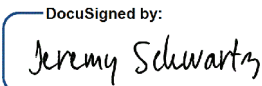
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

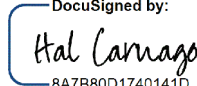
22. CANCELLATION

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


Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/5/2021 | 12:59 PM CDT

Schulte Industries Ltd.

DocuSigned by:

By: 8A7B80D1740141D...
Hal Carnago
Title: VP of Sales & Marketing
Date: 8/9/2021 | 9:36 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/9/2021 | 9:40 AM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Schulte Industries

Does your company conduct business under any other name? If yes, please state: Schulte Industries Ltd.

Address: 100 John Schulte Drive
Box 70
Englefeld, Saskatchewan S0K 1N0

Contact: Hal Carnago

Email: hcarnago@schulte.ca

Phone: 306-287-4464

Fax: 306-287-3355

HST#: 880219563

Submission Details

Created On: Wednesday May 26, 2021 14:53:05

Submitted On: Wednesday June 30, 2021 12:45:50

Submitted By: Hal Carnago

Email: hcarnago@schulte.ca

Transaction #: 3c78a08d-fbb2-4b11-9945-f62b972bc6b3

Submitter's IP Address: 207.195.125.214

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Schulte Industries Ltd.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Schulte Industries Ltd.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Schulte Industries Ltd.
4	Proposer Physical Address:	100 John Schulte Drive Englefeld, Saskatchewan, Canada, S0K1N0
5	Proposer website address (or addresses):	www.schulte.ca
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hal Carnago VP of Sales & Marketing 100 John Schulte Drive Englefeld, Saskatchewan, Canada, S0K1N0 hcarnago@schulte.ca Office: 306-287-4464 Cell: 306-287-7317
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Hal Carnago VP of Sales & Marketing 100 John Schulte Drive Englefeld, Saskatchewan, Canada, S0K1N0 hcarnago@schulte.ca Office: 306-287-4464 Cell: 306-287-7317
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Schulte Industries Ltd. got its start in 1912 when Caspar Schulte started the blacksmith business in Englefeld Saskatchewan. Caspar oldest son John Schulte worked under Caspar and took over the blacksmith shop. John was inventive, designed and built one of the first front mount tractor mounted snow blowers in the 1950's and designed and built the first conveyor type tractor powered rock picker in the 1960's. Jump forward to 1988 and Schulte went out to survey the local Municipalities on what they wanted for a improved flex wing rotary cutter and Schulte can up with one of the first delta wing design flex wing rotary cutters with walking axles and a hydraulic phasing system for parallel lift. Schulte's design was ahead of its time and innovations continued and in 1992 Schulte come to offer a deck protection ring for its popular XH1500 which eliminated blade to deck contact. Later in 1992 Schulte came out with the largest rotary cutter built at the time the 5026 at 26' 2" wide. This design was ahead of its time and allowed customers like airfields to cut quicker and faster while in some cases eliminating the need for 2 15' rotary cutters, 2 tractors and 2 operators. Now they could do everything with one machine, one tractor and one operator.. Schulte continued its innovation in the 2000's and came out with the world's largest flex wing rotary cutter the FX-742 at 42' wide along with the FX-530 30' unit. Schulte innovation continued with a FLX-1510 Flex Arm which mated between the tractor and rotary cutter allowing the tractor to stay on the road while the 15' flex wing rotary cutter mowed the ditch edge which helped eliminate stress on the tractor and the operator while giving better visibility of the mower and enhancing cut speed. Schulte is know in the industry as an innovative, well built and reliable product and many ag/municipal dealers and rotary cutter users consider Schulte the Cadillac of the rotary cutter industry. Many of our competitors are just now adopting ideas we have come up with 20 years ago. Schulte was purchased in 2000 by Alamo Group based out of Seguin Texas and is traded on the New York Stock Exchange under ALG. Schulte and Alamo have grown very well over the last 21 years as when Alamo bought Schulte in 2000 shares were trading around \$12.00 a share and today they have been up to as high as \$167.00 per share. Schulte core values are explained in our Vision: World Class...Built to Last. Mission: To become the customer's first choice by providing the most satisfying ownership experience through world-class products, service, quality and innovation of our people. Our Values are: Quality -A commitment to quality in every business decision and process. Service - Attentive customer support every step of the way. Value - Exceptional value across equipment across equipment performance, reliability and service support. Trust - Trust is the foundation for our relationship with the customer. We do what we say. Schulte products including its rotary cutters are know as a very high quality best in class by the dealers and customers it serves. Please find a link to our history:https://www.schulte.ca/our-history/</p>

10	What are your company's expectations in the event of an award?	<p>If Schulte Industries Ltd. is awarded this contract it will continue to promote the Sourcewell contract as we have on the Ground Maintenance Equipment Contract we hold with Sourcewell. Schulte Industries Ltd and it's company members, area Territory Managers/Specialists will continue to promote the Sourcewell contract.</p> <p>As a sole source entity Schulte will use area ag/municipal dealers to service and offer parts support to our Sourcewell customers as we have in the past. This set up has been very successful for all parties involved. In the end we want to be successful and grow our business with and through Sourcewell since it is the logical and beneficial way to do business in this day and age. Simple, effective, quick and satisfying to the end user while saving them money time a resources to find the equipment that is right for them. Schulte Industries Ltd believes our product offering will provide solution options to many Sourcewell members to select durable and efficient choices for roadside mowing, maintenance and operations. Schulte Industries Ltd also has product options for SourceWell members for very wide Rotary cutters for larger land mass areas. The options of rotary cutters from 7' wide to 42' wide will give Sourcewell members access to equipment that will make them more efficient in the jobs they do.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached information will be found in the download segment of this RFP.
12	What is your US market share for the solutions that you are proposing?	Schulte estimated market share on Rotary cutters is hard to gather because we build a diverse line of large rotary cutters where we have not much competition. We have some very good customers like Iowa DOT, MO DOT, SD DOT, Ohio DOT and MN DOT to name a few. Reporting to AEM brings all rotary cutter sales into question not just municipal or government so having an accurate answer for the offering for Sourcewell would be hard to gauge but an guestimate on Governmental/Municipal Sales of Rotary Cutters by market share for 15' & 10' Flex-wing rotary cutters from Schulte sold in the USA to Government/Municipal entities would be around 30% to that market segment which would exclude farm type and non government/municipal type sales.
13	What is your Canadian market share for the solutions that you are proposing?	Schulte 15' and 10' Rotary Cutter Sales for Municipalities are primarily concentrated in Western Canada in 3 provinces because of our ditch structure is more geared to use by our 15' & 10' flex-wings verses Eastern Canada where their ditches are deep and narrow. In Saskatchewan there are about 289 Rural Municipalities each running between 1 to 6 flex-wing rotary cutters and Flex Arms or arms and Schulte would have about 75% of the market share in this area. In Alberta there are many MD's, Counties and ID's and Schulte would have about 50% of that business and in Manitoba there are about 100 Rural Municipalities and Schulte would have in excess of 90% of that business on cutters and arms. Schulte is very strong in Western Canada where the entities can use our type of equipment and Sourcewell quotes are growing each year and the Municipalities are seeing the benefits of working with Schulte through our current Sourcewell contract. In Eastern Canada we are not as strong due to the fact that our equipment does not suit their ditches effectively yet we have a great following of airports in Eastern Canada that use our larger Flex Wing rotary cutters for airfield maintenance.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never. Schulte and Alamo are financially strong entities and are here for a very long time because we build diverse equipment that spans the globe and have great margins and results because we report and must perform positively to our shareholders on the NYSE.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Schulte Industries Ltd is a manufacturer and in this proposal would be acting as the Sole Source Supplier for available entities looking to purchase through Sourcewell. Schulte ag/municipal dealers will provide parts and service support to the products sold through our Sourcewell contract if we are successful in getting on it. Our dealer listing can be viewed at www.schulte.ca</p> <p>Schulte Industries Ltd. proposal for the RFP for procurement of Roadway Maintenance Equipment will deliver product directly from Schulte production facility to Sourcewell members designated shipping destination. Schulte equipment will be supported to Sourcewell members by territory representatives and a nearby supporting authorized Schulte dealer. The selected authorized Schulte dealer will be the supporting dealer for warranty registration and equipment service as required. Schulte Territory Representatives are authorized independent or direct factory representatives are representing the Schulte product line in each state at dealer and customer levels. Representative Organization chart provided on attachment page.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Schulte Industries Ltd is a Registered ISO:9001:2015 Quality managed company effective date Oct 21, 2019 through till Oct 28, 2022.</p> <p>Schulte Industries Ltd is also a certified partner of CTPAT (Customs Trade Partnership Against Terrorism) with US Customs and Border Patrol.</p> <p>Schulte Industries Ltd is a certified partner of Transport Canada's Air Cargo Security Program.</p> <p>Schulte Industries Ltd also carries certificates to do business and is compliant with all related Western Canadian Western Provinces Business Licensing and appropriate US Licensing for Schulte owned parts warehouse identity located in Lake Wales Florida.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There is none.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	-Certificate of Registration ISO 9001:2015 Quality Management system issued date Oct 21, 2019 expire date Oct 28,2022 -2017 40 Year Award Canada's Farm Progress Show. -2020 45 Year Award with AMC (Association of Manufacturers of Canada) and FEMA Farm Equipment Manufactures Association. -2018 Innovation Award from Canada's Farm Progress Show on our DHX 600 disc harrow -2018 Innovation Award from Ag in Motion Show on our DHX600 disc harrow. -With Covid the last year awards have been slowed but Schulte has won many export awards in the past as noted on our Schulte History link.	*
19	What percentage of your sales are to the governmental sector in the past three years	Globally around 25% although a lot of sales go through dealers and we may never know exactly if the product is used for ag or municipal government work.	*
20	What percentage of your sales are to the education sector in the past three years	Globally less than 1 %. Our equipment is normally too big for any education sector use and is more geared to roadside maintenance of grass type use with larger tractors from 85 HP to 250 HP such as used by DOT's, Counties and Airports. Educational districts usually buy smaller mowers and zero turn type mowers.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of MO Missouri DOT Contract. Last 3 years combined sales \$1,096,783.00 Iowa DOAS contract Iowa DOT. Last 3 years combined sales \$724,880.00 Ohio DOT CO Equipment MGMT Last 3 years combined sales \$570,983.00 Nebraska DOT Last 3 years combined Sales \$504,534.00 South Dakota DOT Last 3 years combined sales \$466,978.00 Adams County Government Colorado Last 3 years combined sales \$135,120.00 County of Ward ND Highway Department Last 3 years combined sales \$132,416.00 Douglas County CO last 3 years combined sales \$ 96,142.00 Lethbridge County Alberta Last 3 years combined sales \$94,667.00 Athens County Engineer's Office Ohio last 3 years combined sales \$84,334.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Lethbridge County Alberta	Ron Chapman Fleet Supervisor	403-732-6008	*
Lake City Gateway Airport Lake City Florida	Ed Bunnell Airport Lineman	386-752-1066	*
Massachusetts Port Authority East Boston, MA	Derrick Tavares Fleet Manager	617-568-5000	*
Brazoria County Texas	Robert Vincent Superintendent	346-219-3112	
Indianapolis International Airport	David St Louis Airport Facilities Analyst	317-487-9594	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Missouri DOT through the state contract	Government	Missouri - MO	State Highway Mowing and roadside maintenance.	on going transactions each year.	\$1,096,783.00	*
Iowa DOT through the state contract	Government	Iowa - IA	State Highway Mowing and roadside maintenance.	on going transactions each year	\$724,880.00	*
ODOT Co Equipment MGMT	Government	Ohio - OH	State Highway Mowing and roadside maintenance.	on going transactions each year	\$570,983.00	*
Nebraska DOT	Government	Nebraska - NE	State Highway Mowing and roadside maintenance.	on going transactions each year	\$504,334.00	*
South Dakota DOT	Government	South Dakota - SD	State Highway Mowing and roadside maintenance.	on going transactions each year	\$466,978.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Schulte Industries Ltd has a strategic multi level sales force to cover markets and demands throughout North America. The structure is as follows: Schulte Head Office Englefeld, Saskatchewan Canada. Schulte employs 9 direct Factory paid Territory Sales Managers/Specialists from this location and work directly with around 30 commissioned Territory Representatives throughout USA & Canada. Schulte Industries Ltd has 799 ag/municipal dealers of which we have 134 dealers in Canada and 665 dealers in the USA to help all of our end customers. Territory Information attached. Schulte dealers can be found on www.schulte.ca
26	Dealer network or other distribution methods.	Schulte Dealers 799 in North America and Schulte Representatives are listed on our Web site: www.schulte.ca Schulte works with ag and municipal dealers to promote our product lines including the rotary cutter line we are offering for this RFP.
27	Service force.	Schulte has a Service Manager and assistant on staff to assist with service and warranty related items. Schulte would use our area Territory Managers/Specialist, commissioned Territory Representatives and our 799 Dealers to provide service and after sales parts and service support to our customers. Schulte would fulfill parts delivery for service related items from 3 parts warehouses in the USA and our main parts warehouse in Canada for both USA and Canadian dealers and customers.
28	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.	Customer service is normally channeled through our 799 ag/municipal dealers which flows through to our Service Manager and his warranty assistant. Schulte has 3 strategic parts warehouses located in the USA to help support our dealers and their customers. These warehouses are located in Lake Wales Florida, Lakeville, MN and Odessa WA. Schulte distributes parts to these locations from our Head office Parts warehouse in Englefeld Saskatchewan Canada and we service our Canadian dealers out of the head office parts warehouse. Schulte has a SOP procedure in our ISO 9001:2015 directory which details our service procedure. Attached. Although this procedure does not give timelines Schulte normally responds to customers on the same day 95% of the time. Schulte Corporate Quality Policy and Objectives strives to reduce warranty costs to less than .8% of Sales Revenue and reduce External Non Conformance to a rate less than or equal to .75% of the total number of units shipped. Attached. Schulte conducts phone call customer surveys with at least 30% of our registered owners. Overall Schulte makes sure our customers are supported completely through our Service Department and Parts support. Without these service and parts supports Schulte would have never made it 109 in business.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schulte Industries Ltd has had a plan in place for a long time as we were one of the first companies in Canada to start exporting equipment equipment to the USA in the mid 1960's. Schulte has set up area Representatives and Distributors back then and knew the importance of parts support to our dealers and customers thus the 3 parts warehouse listed before. With Schulte and its 665 USA dealers we can provide the sales process and support to the customers need. Schulte sees Sourcewell as a strategic partner to grow Schulte Industries Ltd business in the USA and provide our customers with a efficient and effective process to get the Schulte product they need through Schulte using the Sourcewell contract.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schulte has many area Territory Managers/Specialists along with 134 dealers to aid in the sales and service process to grow the business. Sourcewell is an avenue for our municipal end users, water districts and Native American Tribes to get our products quickly, efficiently and legally as the bid process will already be done with a Sourcewell contract. It is a market that Schulte Industries Ltd and Sourcewell can grow and we have proved it will in the short time we have been pushing it.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Schulte has dealers in Hawaii, Alaska and as far East as Newfoundland Canada so we should be able to work Schulte/Sourcewell deals virtually anywhere in North America.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Schulte Industries Ltd should be able to service all entities if they require our products. Schulte is a global company and has proven through numerous export awards they have the capability to market, sell and service their products nearly everywhere. Schulte has the ability to provide products, services and warranty on the products sold if chosen for this RFP and has no restrictions.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There should be no restrictions other than additional freight and crating expense consideration will need to be added for the special crating/packaging & containerization of Schulte products to get product to these far out locations.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Schulte Industries Ltd is successful in being awarded the RFP 070821 - Road Right-of-Way Maintenance Equipment we will work by training our Direct and Commission Territory Managers on the Sourcewell process of working sales to Municipal, Special and Water districts, Native American tribes and education entities. We will do this with 100% effort to show our customers that there is an easier way to acquire Schulte products through the Sourcewell contract that has already done the hard work for them by negotiating the best discounts available for the products they need with after sales & service support through our area Territory Managers/Specialists and Dealers. Since Schulte Industries already holds the Ground Maintenance Equipment Contract through Sourcewell we have designed advertising brochures to help promote that contract and will develop additional brochures and marketing material to promote Schulte/Sourcewell on the Road Right-of-Way Maintenance Equipment contract should we be awarded. Schulte Sales Personnel along with top management have been involved with training by Nick Trout our Contract Administrator for our current contract and have learned a lot from him on how we can provide a better option for our customers who are eligible to use Sourcewell along with help in navigating the Sourcewell web site. Schulte area TM's will continue to promote the Sourcewell contract to our 799 ag/municipal dealers so they can win with us while satisfying the end users need for a product they want and is designed to work for them. Schulte products and pricing will be promoted through our entire marketing/sales network in USA and Canada. Schulte prior to Covid would normally do about 65 Trade shows a year. Many of these shows are specific to Road Right-of-Way Maintenance Equipment and we would present the Sourcewell contract at these shows using Schulte/Sourcewell banners, flags, literature and advertising on our website about the Sourcewell contract. We would drive the marketing of our Sourcewell contract at airport conventions as we have been a long time member of AAAE (American Association of Airport Executives) where in most cases we are the only company promoting Flex Wing Mowers to these entities. We show the airports the benefits of using larger Schulte mowers while acquiring them through our Sourcewell contract.</p> <p>All in all we work cooperatively with Sourcewell and our people at Schulte Industries Ltd to be the Sourcewell members first choice by providing the most satisfying ownership experience with our world-class products, service, quality and the innovation of all of our people.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Schulte has been very busy in the digital marketing since Covid has hit the planet and reduced or eliminated our ability to gather and travel. Schulte has set out a campaign to market our products digitally to circumvent the lack of shows available to go to and visit with our customers. Schulte has gone out and done a multitude of videos showing our products working in real life working conditions along with service videos how to's on how to maintain our equipment and prep units for hook up to tractors with proper settings. Schulte Industries Ltd has had a campaign in various regions of Canada and the USA to market our products on Facebook and YouTube just prior to buying /using season of various units. Schulte has just recently had a new website developed and part of it is an enhanced SEO (Search Engine Optimization through Google) to drive customers looking for Rotary Cutters/Mowers our way. Also with reduction in shows Schulte has created a Virtual Trade Show where our Territory Managers do walk through of key features on our equipment and the benefits of the Schulte machines. All in all despite the lack of trade shows our business has increased in leaps and bounds with the marketing digitally that we have done. Schulte also advertises on Twitter and area reps do promotion on LinkedIn. Additionally when the show schedule gets back to normal we will digitally advertise prior to and during show events to help drive customers to our booths.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting a contract with Schulte Industries Ltd and other vendors would be to work with Schulte to negotiate the best deal for the Sourcewell members so they can get the equipment they want and need without having to spend a lot of time, effort and money trying to source a product. In the end getting something that may be inferior to their needs through the old 3 bid process where a lot of times the cheapest item is bought but not the item they need that will suit their requirements and give them the product they want. Sourcewell's other role will be in aiding with advertising, promoting and training sales, marketing and management with Schulte Industries Ltd the correct way to get new Sourcewell members on board and work with all Sourcewell members. Sourcewell also has a commitment to administer the contents of the contract effectively to its vendors and members.</p> <p>Schulte Industries Ltd has already integrated with Sourcewell on the Ground Maintenance Equipment contract we hold and we will continue to work with Sourcewell as in the past to grow the business if we are selected on this new Road Right-of-Way Maintenance Equipment RFP.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At this time Schulte does not have an E-Procurement Ordering Process due to the fact that there are so many combinations of options to make an entire unit and various areas of the geographic regions of North America require different features. Therefore the fact that we can ask questions and prepare quotes specific features for various regions would make it very hard to consolidate generic or cookie cutter type machines. We feel the quoting process using Schulte PDF Price Sheets and Excel quote sheets is more effective for our customer needs at this time. We are looking at a configurator type system but have not reached that goal yet. If members would like to contact Schulte Industries Ltd. about equipment and quotes they can be directed to our sales department at our 1- 800-404-6044 number. Once we make contact with the customer we make sure that they are working with the appropriate Territory Manager for their area. The Territory manager verifies that they are a Sourcewell member and if they are not will direct them through the correct channels to help them get set up and once they are a certified member of Sourcewell we will proceed with the quoting process where we use the correct contract prices, freight rates and determine lead times for delivery. If the member is Ok with the quote they can print their name, sign their name and date on the Schulte quote sheets along with their PO # and return it back to the Territory Manager by email who will have Schulte Industries Ltd enter it into the order entry system and schedule it for the correct build date. This will create a specific Schulte Order number which we send back to the member via email while collecting the member's copy of their W9 form and a Federal Tax number if the member is in the USA. Contracted Sourcewell prices will be in USA and Canadian funds for our members in each country. Sourcewell members can also contact local Schulte dealers and we will work the same process as above through the area Territory Manager. The local dealer will be assigned as the servicing dealer for that entity while Schulte Industries Ltd provided the quote.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Schulte Provides Optional Training to Sourcewell Members if it is required with a member like an airport. Schulte does training for entities if they request any training normally done by a Territory Manager in their area. Schulte training is normally on our rotary cutters and Flex Arm or at airport level on larger flex wing units. This training performed by Schulte Territory Managers is normally free unless there are some expected costs incurred that would be beyond normal. Schulte Industries Parent Company can also offer a T-MOST (Tractor Mower Operator Safety Training) performer by a National Trainer based out of Texas. There are associated cost with this training provided by:</p> <p>Kyle Kinstley Operator Safety Training Manager Alamo Group (USA) Inc. 1627 E. Walnut St., Seguin, TX 78155 Office: 830-372-9556 Cell: 830-327-2983 Email: kkinstley@alamo-group.com https://www.alamo-group.com/assets/files/Schulte_TMOST%20updated.pdf</p> <p>Schulte provides videos on our web site and You Tube showing operational set up of some of our Rotary cutters and maintenance videos on servicing clutches on our rotary cutters. At the point of delivery our dealer and territory managers would go through the hook up and settings needed to pair the unit with a tractor and the basics of how to operate the unit with the members operator and tractor.</p>
39	Describe any technological advances that your proposed products or services offer.	<p>Schulte has many technological advances verses our competitors in the Rigid deck and Flex-Wing Rotary Cutter Market:</p> <ul style="list-style-type: none"> -a rotary cutter fleet that includes 7', 9', 10', 12', 15', 18', 20', 26', 30' & 42' versions along with a Flex Arm that can hook to our 10' & 15' Flex-Wing cutters and allow the operator to safely run the mower in the ditch from the top right side of the road. -Schulte has single 7 or 10 gauge dome style decks on all of its rotary cutters which help create deeper decks for faster, cleaner cutting rotary cutters. The single domed style decks help shed water and debris off the top of the deck to prevent pooling of water that can cause rusting. Most competitors use a double deck which adds weight on top of the mowing decks and reduces the cutting chamber depth and impedes cut rate. -Schulte had developed the deck protection ring back in 1992 and it is used on all of its cutter decks to help prevent blade to deck contact in the advent of hitting an immovable object. This deck ring also creates strength and support for the bottom part or our deck sections. This deck ring has only been adopted by some of our competitors in the last 5 years.. -Schulte has pentagon blade bolts with pentagon shaped bushing to help support the blade bolt that holds out blades on to our stump jumper pans. These pentagon blade bolts ease in changing of the blades and keep the bolt from ever turning to prevent wear on the bolt. -Schulte stump jumper pans that hold the blades and are connected to the bottom of the gearboxes are spun and pressed formed and this process creates a very well balanced pan to reduce any vibrations. This spun formed stump jumper pan protects the gearbox down-shaft from impact of unforeseen objects. Most competitors pans are only press formed and their balance can be effected by doing only this single process. -Schulte has created an optional Non CV drive called the Equal Angle Hitch which is available on some models. The Equal Angle hitch allows Schulte to offer a hitch that can work without a CV drive shaft which is heavier and possibly harder to hook up for the operator. The shaft used on the Equal Angle Hitch is a standard u-joint shaft which is lighter and less expensive to maintain. -Schulte has available what we call Fixed Knife Technology, should our rotary cutters be sold in a agricultural sector for helping to cut and shred crop residue like corn, cotton stalks and wheat stubble. This system has stationary short blades that the rotating blades pass through to enhance the mulching and shredding action along with strategically placed baffles to help prevent windrowing and clumping of the cut material. Schulte has had this technology since the mid 1990's and no other manufacturer has copied the key and unique system we have created. -Schulte developed different angles of divider gear boxes for their larger cutters like the 5026 26' unit with a 50 degree divider box verses a standard 40 degree as used on 15' flex-wing mowers. Having a greater angle allows Schulte to develop larger Flex-wing cutters that are short front to back while allowing us to come out at sharper angles to build wider Flex-Wing Mowers. The Schulte FX-530 30' and FX-742 42' have 60 degree divider gearboxes to achieve their tremendous widths. -Schulte FX-520' was the first 20' Flex-Wing Cutter in North America to have 5 rotors. Most other competitive 20' Flex-Wing Cutters in the market place only have 3 rotors and these larger rotors create more windrowing of cut material with a slower cut rate because of the larger rotors. Schulte's FX-520 cuts grass quicker, cleaner and spreads cut material better with the smaller 5 rotor design. -Schulte rotary cutters are narrower which means safer for transport than most other North American Manufactures of Flex Wing cutters. Schulte sells products in Europe as well as North America and the need for a transport width that is under 3 meters is required to sell in these European countries. We have designed a Narrow Transport Mechanism into some of the Flex Wing Cutters we build as well as an Over-Centering wing design in others to achieve a safe narrow transport width. -Schulte has many innovations in design that our competitors do not and we continue to design products that keep us ahead of the competition year after year.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<ul style="list-style-type: none"> -In areas like Oregon, Washington and Idaho states farmers used to burn their wheat and grass straw to get rid of it, but that practice has been banned and in order to manage their heavy straw residue many farm producers have now gone to a Schulte Fixed Knife Flex-Wing Rotary cutters to shred their crop residue. This results in less carbon pollution in our atmosphere and puts the organics back into the ground without lighting them on fire. -Schulte uses mainly recycled steel in all of its plate and tubular steel. The use of recycled metals has been done by Schulte and it's vendors for many years. Also all the skeletal steel and steel scraps are picked up weekly by Inland Steel and are recycled back into the industries it serves. -Schulte is working with our parent company Alamo to become a more sustainable company and are always looking at ways to reduce waste that could harm the environment. We are looking at using pallets that are made of reusable material like plastic or steel verses wood. -A good portion of our power is supplied by power directly from hydro-electric power from Saskatchewan River systems. -Schulte has gone to all LED Lighting to reduce energy consumption. -Schulte has gone to Pulse welding technology to reduce consumption of energy. -Schulte mowers are made of near 95% steel components that can be recycled. -Schulte sources around 50% of its tires that are used/recycled aircraft tires or bias ply tires that are made into segmented solid laminated puncture proof tires. These are used on a wide variety of our rotary cutters from 26' wide down to 7' wide. -Schulte will continue on the sustainable Green Path to keep our environment cleaner in years to come. <p>There are no certifying agencies for what we do for "green" initiatives in Canada.</p>

41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sorry Schulte Industries Ltd have no third party eco-labels.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Schulte Industries Ltd has no minority, veteran status or small business status.	*
43	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?	Schulte Industries Ltd as described previously is not a me too type of company and Sourcewell and its members will find Schulte is a bit different in a good way. Schulte has created equipment that is unique, long lasting, dependable, not the cheapest but the best, Schulte is a company that cares about its people and its people it serves and Schulte is a viable company that is going to be around for a long time to give customers what they want and need. Schulte's broad based sales /service network covers the geographic regions of North America very nicely and Schulte continues to grow sustainably year after year	*

Table 9: Warranty

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

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes as noted in the warranty policy, parts warranty is 90 days. Labor is rate paid at the local servicing dealer rate.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only warranty restriction is for the use of Schulte products in a rental application.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the dealer will notify the Schulte Service Manager and Warranty Manager about the need for travel in advance for approval and offering. The Service Manager and Warranty Manager will decide on rates with the dealer in advance of the work to be performed.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. If the area is not easily accessible by a Schulte or dealer technician a qualified 3rd party technician will be contracted to do the work.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Anything that is part of or attached to the Schulte Product will be covered by a Schulte warranty.	*
49	What are your proposed exchange and return programs and policies?	The customers/dealer may request that unused parts or whole goods be returned. Upon request, the Service Manager, Warranty Manager, Sales Manager, Territory Manger or Parts Manager will issue a Return Goods Authorization (RGA) to the customer/dealer. A copy of the RGA document must accompany the returning product or part. The RGA will identify a time frame for the product or part to be returned. Return Parts are subject to inspection and possibly a restocking charge.	*
50	Describe any service contract options for the items included in your proposal.	Schulte Industries Ltd does not have any service contract options for the equipment in this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	Schulte Industries Ltd will offer payment terms of Net 30 days from shipping/invoice date to Sourcewell Members if we are accepted on this RFP.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	Schulte Industries Ltd does not offer Financing/Leasing options for Sourcewell Members for this RFP due to the fact we are offering as high of discounts we offer while covering our dealers service and area Territory Managers wages and expenses.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Schulte Industries Ltd will directly process orders from Sourcewell members and report quarterly sales to Sourcewell. Schulte's accounting department has this set up already with our current contract on Ground Maintenance Equipment. No quarterly reporting will come from Schulte dealers. Reporting will only come from Schulte Industries Ltd. If units have to be sourced from dealer stock for orders for Sourcewell members Schulte will credit the dealer for the unit and rebill the Sourcewell member using the contracted pricing.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Schulte Industries Ltd uses Schulte Quote sheets to quote the Sourcewell members our products on the contract. When the Sourcewell member accepts the quote they will print, sign their name and date the quote sheet bottom left of the quote sheet and supply a copy of their official order with the signed quote sheet. Schulte Industries Ltd will process the order with the order entry department at Schulte and that will create a Sales Order with accompanying Sales Order # which is specific for each order with Schulte Industries Ltd. A copy of the Sales Order will be emailed to the purchasing member and this will show all parameters of the order. When the product is shipped out it will be invoiced to the purchasing member the same day and a specific Invoice # is made for that specific order. Samples will be provided.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Schulte Industries Ltd will not accept P-Card procurement payment cards from Sourcewell members.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Schulte Industries Ltd will provide line item pricing for this RFP. Each line will provide Schulte's MSRP or list price and beside it to the right the Net price for Sourcewell members. Various items must be picked in order to complete a whole units and the various items picked will be to complement a unit with options needed for the individual Sourcewell member. Discounts offered to come to a net price for the member will be 32% for USA members and 35% for Canadian members. The reason for the difference is in the USA to Canadian discounts is we incur larger expenses and commissions for our area Territory Managers in the USA than we do in Canada and are limited on what we can offer for discount. Each line item has a part number and several line items will need to be selected to get a complete unit as mentioned previously.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schulte Industries Ltd will offer 32% off Schulte MSRP or list for USA Sourcewell Members. Schulte Industries Ltd will offer 35% off Schulte MSRP or list for Canadian Sourcewell Members. These discounts are direct discount to Sourcewell Members and NOT to or through Schulte Dealers.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schulte Industries Ltd will offer an additional 2% off the already discounted price if the Sourcewell member were to purchase 5 Schulte units at one time providing 5 separate purchase orders on the same day from the same member.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Schulte Industries Ltd will not have the ability to provide "open Market" items or "nonstandard options" for this RFP. Only Schulte related items and Schulte options on our PDF Price sheets will be available to Sourcewell members.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All Schulte Industries Ltd costs for Rotary Cutter models offered have factory set up indicated in the contract prices offered for Sourcewell members. Normally our machines come set up complete when delivered to members and there would be little additional work to attach them to their tractors.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will be an additional cost to Sourcewell members based on the model of unit ordered and will be based on a cost per mile to Sourcewell members location. The following is a cost associated for each Rotary Cutter unit offered to USA Sourcewell members located in the USA. -FX-742 Rotary Cutter \$3.80/mile/USA -FX-530 Rotary Cutter \$3.30/mile/USA -5026 Rotary Cutter \$2.30/mile/USA -5024 Rotary Cutter \$2.30/mile/USA -FX-520 Rotary Cutter \$1.50/mile/USA -FX-318 Rotary Cutter \$1.05/mile/USA -FX-212 Rotary Cutter \$1.05/mile/USA -XH1500 Rotary Cutter \$1.05/mile/USA -XH1000 Rotary Cutter \$1.05/mile/USA -FX-315 Rotary Cutter \$1.05/mile/USA -FX1800 Rotary Cutter \$1.05/mile/USA -FX-1200 Rotary Cutter \$1.05/mile/USA -FLX-1510 Flex Arm Attachment for Cutter \$1.05/mile/USA -FX-209 Rotary Cutter \$.90/mile/USA -FX-107 Rotary Cutter \$.90/mile/USA The following is a cost associated for each Rotary Cutter unit offered to Canadian Sourcewell members located in the Canada. -FX-742 Rotary Cutter \$5.30/mile/Canadian -FX-530 Rotary Cutter \$4.80/mile/Canadian -5026 Rotary Cutter \$3.05./mile/Canadian -5024 Rotary Cutter \$3.05/mile/Canadian -FX-520 Rotary Cutter \$2.05/mile/Canadian -FX-318 Rotary Cutter \$1.55/mile/Canadian -FX-212 Rotary Cutter \$1.55/mile/Canadian -XH1500 Rotary Cutter \$1.55/mile/Canadian -XH1000 Rotary Cutter \$1.55/mile/Canadian -FX-315 Rotary Cutter \$1.55/mile/Canadian -FX1800 Rotary Cutter \$1.55/mile/Canadian -FX-1200 Rotary Cutter \$1.55/mile/Canadian -FLX-1510 Flex Arm Attachment for Cutter \$1.55/mile/Canadian -FX-209 Rotary Cutter \$1.30/mile/Canadian -FX-107 Rotary Cutter \$1.30/mile/Canadian Deliveries to Alaska, Hawaii and Newfoundland additional crating, racking and container rate charges would be provided to the Sourcewell Member plus any freight to get to the Coast for Transship onto an ocean carrier.

62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Schulte already ships within Canada since we are based here and we have no problem arranging shipping here in Canada. For shipping to Alaska and Hawaii there would be additional costs to rack and crate our equipment so that it could fit in a container. These additional cost associated to rack and crate plus the container rate would be quoted as such to Sourcewell members so they know their costs upfront. Schulte ships to Alaska and Hawaii already as we have ag/municipal dealers on every island in Hawaii and a dealer in Alaska based in Anchorage. All Schulte rotary cutters are designed to fit in containers as we ship globally and have won many export awards over the years. Some of our products that we ship to Hawaii and Alaska get shipped to Washington state and are loaded by for (example through Honolulu Freight Services) and the Schulte dealer (example Allied Machinery) arranges freight from Washington state to their perspective island locations via container. Our dealer (example Yukon Equipment in Anchorage) arranges water freight on barge from Washington State to Alaska and Schulte is responsible to freight our products to Washington State in this process. All in all we can and have shipped to Hawaii and Alaska many times before and in the end the Sourcewell member will have the cost in their quote from Schulte Industries Ltd.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Schulte Industries Ltd will deliver its products to Sourcewell members across North America with approved transportation vendors of Schulte Industries Ltd. Most of the time Schulte Products will be shipped on 48' or 53' Flat deck, Step deck or RGN Trailers. If shipping to Hawaii or Alaska a Container could be loaded at our facility or units could be transshipped somewhere in Washington State from a Flat deck or step deck trailer then into a container for ocean freight. Sourcewell members will need a forklift or crane to unload at their site or Schulte will ship to the closest servicing dealer and arrange movement from the Schulte dealer to the Sourcewell Member.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Schulte Industries Ltd has checks and measures in place to provide the proper throughput of all orders including Sourcewell member orders. These processes are documented in our ISO 9001:2015 sales procedure. Schulte Industries Ltd has people and resources in place to continue to support the Sourcewell RFP should we be accepted for this proposal. The VP of Sales and Marketing is over-seeing this RFP and has inside sales as well as outside TM's aiding to enter orders efficiently, promptly and to push the Sourcewell contract if we are awarded. An senior accounting representative will oversee the quarterly reporting of all Sourcewell sales activity. As Sourcewell members order products from Schulte Industries Ltd, an internal sales order must match the agreed pricing to members. This price and order is reviewed internally by our inside sales associate and signed off by him to ensure accuracy. The senior accounting representative will also be responsible for invoicing the Sourcewell members in a timely fashion (normally the day the product is shipped) and ensure that any Sourcewell administration fees are submitted.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since Schulte Industries carries a contract already with Sourcewell Ground Maintenance contract we will be able set goals each year to achieve sales growth from inception. We would like to grow our Sourcewell business by a around of 30% per year. Here are our numbers on the Ground Maintenance Contract we hold now: 2018 \$248,714 2019 \$531,276 2020 \$1,649,976 2018 to 2019 213% increase 2019 to 2020 310% increase We would like to increase by 310% per year but that may not be possible every year due to overall Government spending. Other metrics we could track would be quote to sales rates which would be helpful to see how successful Schulte Industries Ltd is with turning quotes into orders.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schulte Industries Ltd agrees to pay Sourcewell a administration fee of 2% on the net sale price of each unit less assembly, set up and freight. Schulte Industries Ltd feels this is a fair and reasonable fee for the work that Sourcewell provides for the manufactures it may choose for this RFP.	*

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Schulte Industries Ltd will provide a range of Tractor PTO powered Rotary Cutters in Models and sizes: Model FX-107 a 7' wide Heavy duty cutter 540 RPM with category II/III 3pt and a pull type Constant Velocity Hitch (CV) Hitch trailing version, Model FX-209 a 9' wide heavy duty cutter available in 540 or 1000 RPM, cat II/III 9' wide 3pt, semi mount, semi-mount swing and CV trailing versions. A Model FX/1800/FX1200 15'and 10.5' wide Heavy Duty Flex Wing Rotary cutter in 540 or 1000 RPM Pull Type Trailing Versions with CV drive or Equal Angle Hitch drive. A model FX-315 15' wide Heavy Duty Flex Wing Rotary Cutter in 540 or 1000 RPM Pull Type Trailing Version with CV drive or Equal Angle Hitch drive. A model XH1500/XH1000 series 4 & series 5 Industrial Grade 15' and 10.5' wide Heavy Duty Flex Wing Rotary cutter in 540 or 1000 RPM Pull Type Trailing Versions with CV drive or Equal Angle Hitch drive. A Model GX-150 15' General duty flex wing rotary cutter available in Pull Type CV drive in 1000 or 540 RPM.. A model FX318/FX212 18' and 12' wide Heavy Duty Flex Wing Rotary cutter in 540 or 1000 RPM Pull Type Trailing Versions with CV drive or Equal Angle Hitch drive. A model FX-520 20' 5 rotor Heavy Duty 20' wide Flex Wing Rotary Cutter 1000 RPM Pull Type Trailing Version with CV drive. A model 5026 5 rotor 26' wide heavy duty Flex Wing with 1000 RPM Pull Type CV or Equal Angle hitch drive. A model 5024 5 rotor 24' wide heavy duty Flex Wing Rotary Cutter with 1000 RPM Pull Type CV or Equal Angle hitch drive. A model FX-530 5 rotor 30' heavy duty Flex Wing Rotary Cutter with 1000 RPM Pull Type CV or Equal Angle hitch drive. A model FX-742 7 rotor 42' wide Flex Wing Rotary Cutter with 1000 RPM Pull Type CV drive. A Model FLX-1510 Flex Arm which works with Schulte 15' and 10' Flex Wing Rotary cutters to allow the tractor to work on the road top while the Flex Wing Cutter is in the ditch. The FLX-1510 can accommodate 540 or 1000 RPM drive from the tractor. A Eliminator Chemical Application Spray Kit Available to mount on our XH1500 Rotary Cutter. This Eliminator Spray Kit can hold 50 Gallons of herbicide for spraying noxious weeds. A detailed explanation of all models will be attached in Marketing Plan Sample called Schulte Rotary Cutter Product List and Short Description.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Some Sub categories may be called: Rotary Cutters Rotary Mowers Flex-Wing Mowers Rigid deck Cutters Rigid deck mowers Brush Hogs Offset Mowers Tractor Pulled Rotary Cutters or Mowers Field Mowers Tractor Powered Mowers

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

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

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schulte Industries Ltd offers Flex wing rotary cutters /mowers and Rigid deck rotary cutters/mowers from 7'-42' wide. Tractor pulled and PTO power supplied from tractors.Schulte offers the FLX-1510 Flex Arm to work in between Schulte 15' & 10.5' Flex Wing Cutters and the Tractor powering the units to allow for the Tractor to be on the road and the Flex Wing Cutter in the ditch. Schulte Industries Ltd also offers a 50 gallon herbicide Eliminator Chemical Application spray kit to be mounted on its XH1500 rotary cutter. Sourcewell members should check with their local agronomist to see what and if any herbicides can be used in their local areas prior to looking to purchase this kit.
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Schulte Industries Ltd does not offer.
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Schulte Industries Ltd does not offer.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes Maintenance of the grass in highway ditches and airfields.
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Schulte Industries Ltd does not offer.
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Schulte Industries Ltd does not offer.
76	Other road right-of-way maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Schulte Industries Ltd does not offer other equipment.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - SOURCEWELL USA - Price Pages for Sourcewell Road Right of Way Maintenance Equipment RFP (June 2021) - 32 Discount.zip - Tuesday June 29, 2021 17:47:12
 - [Financial Strength and Stability](#) - Schulte Industries Ltd Alamo company Info for Sourcewell RFP.pdf - Thursday June 10, 2021 11:18:56
 - [Marketing Plan/Samples](#) - Schulte Industries Ltd Sourcewell Marketing Plan Samples for Road Right of Way Maintenance Equipment RFP.zip - Wednesday June 30, 2021 12:44:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Schulte Warranty Policies for Sourcewell Road Right of Way Maintenance Equipment RFP.zip - Wednesday June 23, 2021 16:12:53
 - [Standard Transaction Document Samples](#) - Example of Schulte Industries Ltd Quote and Order Process for RFP 070821 Road Right of Way Maintenance Equipment.pdf - Monday June 14, 2021 15:47:50
 - [Upload Additional Document](#) - Schulte Industries Ltd Sales Representative List for USA & Canada, ISO Customer Service SOP & Schulte Corporate Quality Policy and Objectives for Sourcewell RFP.pdf - Thursday June 10, 2021 09:36:37

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Hal Carnago, VP of Sales & Marketing, Schulte Industries Ltd.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1