

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 6/3/25 X Resolution Ordinance

Contact/Prepared By: Date Prepared:

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement for street sweepers and related equipment, for the Department of General Services.

Submitted to Planning Commission? N/A Yes-Date: Proposal No:

Proposing Department: Requested By:

Affected Department(s): Affected Council District(s):

Legislative Category (check one):

- Bonds Contract Approval Intergovernmental Agreement
- Budget - Pay Plan Donation Lease
- Budget - 4% Easement Abandonment Maps
- Capital Improvements Easement Accept/Acquisition Master List A&E
- Capital Outlay Notes Grant Settlement of Claims/Lawsuits
- Code Amendment Grant Application Street/Highway Improvements
- Condemnation Improvement Acc. Other:

FINANCE	Amount +/-: \$	Match: \$
Funding Source:	Capital Improvement Budget	Judgment and Losses
	Capital Outlay Notes	Local Government Investment Project
	Departmental/Agency Budget	Revenue Bonds
	Funds to Metro	Self-Insured Liability
	General Obligation Bonds	Solid Waste Reserve
	Grant	Unappropriated Fund Balance
	Increased Revenue Sources	4% Fund
Approved by OMB: Elizabeth Jefferson		Other: 5/28/2025 10:00 AM CDT
Approved by Finance/Accounts:		Date to Finance Director's Office:
Approved by Div Grants Coordination:		APPROVED BY
		FINANCE DIRECTOR'S OFFICE: Jennifer Reed/mjw

ADMINISTRATION

Council District Member Sponsors:

Council Committee Chair Sponsors:

Approved by Administration: Date:

DEPARTMENT OF LAW

Date to Dept. of Law: Approved by Department of Law:

Settlement Resolution/Memorandum Approved by:

Date to Council: For Council Meeting: E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Department of Law - White Copy Administration -Yellow Copy Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement for street sweepers and related equipment, for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota public entity, and TYMCO, Inc.; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota public entity, and TYMCO, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Jesse A. Ortiz-Munoz

Assistant Metropolitan Attorney

C2025079

Monday, May 5, 2025



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Grace Wichert
What is your department?	General Services- Office of Fleet Management
What is your email address?	grace.wichert@nashville.gov
What is your phone number?	(615) 862-5084
In addition to your department, will other Metro departments be utilizing this cooperative?	<input checked="" type="button" value="Yes."/>
If other Metro departments will be utilizing this cooperative, list them here:	Metro-Wide
How much do you estimate spending on this cooperative contract?	\$1,500,000.00

Cooperative Information

What is the cooperative entity?	<input checked="" type="button" value="Cooperative - Sourcewell."/>
What is the lead agency?	Sourcewell
Who is the supplier?	Tymco, Inc.
Is the supplier registered in iSupplier?	<input checked="" type="button" value="No."/>
If yes, what is the supplier's ISN?	264

What is the contract number?

111522-TYM

When did the contract start?

Monday, February 6, 2023

When does the contract end?

Wednesday, February 3, 2027

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Regenerative Air Street Sweeper and related accessories and equipment.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Utilizing this pre-negotiated contract will provide Metro a quick and viable option to procure specialized road maintenance equipment needed to maintain roadways. The pre-negotiated contract provides a volume discount, utilizing Sourcewell's buying power while saving time and easing the burden and workload on Procurement.

Upload the original contract from the lead agency.



TYMCO Contract 111522.pdf



TYMCO 111522-TYM.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



RFP and Addendums-Airport Runwaypdf



Proof of Publication-Airport Runway E... .pdf



Prop. Opening Record-Airport Runwaypdf



Prop. Eval. -Airport Runway Equip. 111....pdf



Comment_Review-Airport_Runway_Eq... .pdf



Board Resolutions.pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **airport runway equipment from Tymco INC via Sourcewell contract #111522-TYM** is recommended for approval.

The anticipated project value is **\$1,500,000.00**. The estimated savings to Metro via this cooperative is **\$90,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Sourcewell; the lead agency is Sourcewell. Sourcewell is a public institution in Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 21 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**05% off MSRP**) leverages both the scale of Sourcewell membership and the competition of 21 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$90,071.00.**

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley
05/06/2025



Cooperative Request Signature Form

Co-Op Request Number	C2025079
Date Received	May 5, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

5/6/2025 | 11:16 AM CDT
Date Signed



**Solicitation Number: RFP #111522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TYMCO, Inc., 225 E. Industrial Blvd., Waco, TX 76705 (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 Airport Runway Equipment with Related Supplies and Services 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 February 3, 2027, 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 other 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. 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, performance issues, 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 Contract 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, 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. *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 liability-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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell 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 Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the 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

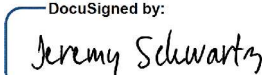
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

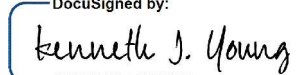
111522-TYM

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

TYMCO, Inc.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 2/2/2023 | 1:58 PM CST
 Date: _____

DocuSigned by:

 By: 87B8AEAD732B42F...
 Kenneth J. Young
 Title: President
 2/6/2023 | 10:49 AM CST
 Date: _____

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 2/6/2023 | 11:08 AM CST
 Date: _____

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: TYMCO, Inc.
Address: 225 E Industrial Blvd
Waco, Texas 76705
Contact: Bryan Young
Email: bryan.young@tymco.com
Phone: 254-799-5546 256
Fax: 254-799-2722
HST#:

Submission Details

Created On: Tuesday October 04, 2022 08:08:01
Submitted On: Tuesday November 15, 2022 09:20:02
Submitted By: Bryan Young
Email: bryan.young@tymco.com
Transaction #: 68c0b9bd-e9b2-4b0d-b72b-9af0067a03fd
Submitter's IP Address: 12.215.44.130

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): (In the event of award, will execute the resulting contract as "Supplier")	TYMCO, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	TYMCO, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TYMCO, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE (Commerical and Government Entity) Code – 52DJ8 SAM (System for Award Management) Unique Entity Identifier - HCUKLSNPMLM3	*
5	Proposer Physical Address:	225 E Industrial Blvd Waco, Texas 76705	*
6	Proposer website address (or addresses):	www.tymco.com	*
7	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):	Kenneth J. Young President 225 E Industrial Blvd Waco, Texas 76705 kenneth.young@tymco.com 254-799-5546	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bryan J. Young Marketing and Sales 225 E Industrial Blvd Waco, Texas 76705 bryan.young@tymco.com 254-799-5546	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bobby L. Johnson Vice President, Marketing 225 E Industrial Blvd Waco, Texas 76705 bobby.johnson@tymco.com 254-799-5546 Kaye Morgan Sales / Production Coordinator 225 E Industrial Blvd Waco, Texas 76705 kaye.morgan@tymco.com 254-799-5546 Craig Cook Regional Sales Manager 225 E Industrial Blvd Waco, Texas 76705 craig.cook@tymco.com 254-799-5546	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	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>TYMCO was founded in the late 1960s by B.W. Young in Waco, TX. The company started as a manufacturer of sweeping and paved surface maintenance equipment – serving both municipal and industrial customers. In the early 1980s, TYMCO participated in a rigorous performance test by the US Military and subsequently acquired a contract with the US Military to deliver sweepers to air bases worldwide. TYMCO's regenerative air sweeping system proved to be the most efficient and effective method for runway maintenance and Foreign Object Debris (FOD) prevention. TYMCO has been the preferred sweeper provider for military bases around the world – and, as a result, the preferred runway maintenance sweeper for airports of all sizes in the US and North America. As a result, TYMCO has provided over 1,500 sweepers to the US Military for use in runway and airfield maintenance.</p> <p>Core Values: TYMCO is a family-owned business now in our third generation. Quality engineering and strong customer support through ongoing relationships are at the heart of everything we do as a company.</p> <p>Business Philosophy: Quality Product, Excellent Value, Strong Customer Support</p> <p>Longevity: TYMCO has been in business for over 50 years, originating the Regenerative Air Technology and delivering airport maintenance equipment for 40+ years. TYMCO sales and support staff and dealer network worldwide continues to grow. Throughout the years, TYMCO has had long-term customers such as the U.S. Military; cities such as Atlanta, Austin, Las Vegas, Memphis, Portland, Toronto, Washington D.C. and San Francisco; international airports such as Atlanta, Dallas/Fort Worth, Houston, Las Vegas, Orlando, and Phoenix. TYMCO's market share is protected by our total commitment to customer service and advanced quality control, as well as a full-time research and development department.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
11	What are your company's expectations in the event of an award?	<p>We know that Sourcwell has a substantial member base who would prefer to use the Sourcwell purchasing cooperative over traditional methods of procurement or even similar regional or national purchasing cooperatives. TYMCO is excited to receive another award from Sourcwell because we look forward to future business that would be gained by our continued offering with Sourcwell. Over the past 4 years with our current Sourcwell contract in place, we have been successful in marketing the purchase of our products using Sourcwell and have seen that momentum increase sales exponentially.</p> <p>TYMCO has expectations of increased business by promoting our airport / aviation product line through this new Sourcwell cooperative purchasing contract. We believe this is the best method for purchasing a TYMCO Sweeper. We will be educating our local authorized Dealers on a regular basis through in-person meetings, sales training seminars, online web conferences and equipment demonstrations on the proper way to show customers the benefits of purchasing a TYMCO Sweeper using the Sourcwell cooperative purchasing contract. Our vast and knowledgeable Dealer Network throughout North America currently has experience using Sourcwell with other product lines and they are very excited about the opportunity to offer TYMCO Sweeper airport solutions on Sourcwell.</p>
12	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.	<p>Since its beginning, TYMCO (TYMCO – The Young Manufacturing COmpany) has been a privately held corporation owned by the Young family. Today, TYMCO is owned by and managed by Kenneth J. Young and Gary B. Young. As a private entity, it is our company's practice to keep financial statements confidential. We have a long-standing history in the sweeper industry with an excellent track record of fiscal responsibility to our customers, dealers, suppliers and various trade associations. We also have a solid reputation with many entities that we have held multiyear contracts with such as the U.S. Military, state governments and other national cooperative purchasing organizations including Sourcwell. In addition, TYMCO has been awarded several multi-year contracts with the U.S. Department of Defense. TYMCO has manufacturing facilities located in Waco, Texas with square footage over 150,000 square feet and has invested numerous times in this facility over the years. TYMCO has also completed and opened the industry's first test track facility for product testing, product demonstration and operational training activities. As requested, TYMCO is providing reference letters to substantiate these statements. These reference letters should put Sourcwell at ease that TYMCO will be a valuable asset to the offering that Sourcwell can give to its membership. We would also like to note that TYMCO has successfully maintained a Sourcwell contract since 2018, are currently in good standing with Sourcwell, and have provided many sweepers to the Sourcwell membership.</p>

13	What is your US market share for the solutions that you are proposing?	<p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the US airport sweeper market to be over 50%. This includes airports of all sizes – from small municipal and regional airports to larger commercial and international airports. We definitely have room for growth – and believe a contract through Sourcewell would help us increase our market share and introduce Sourcewell to some new entities that had previously acquired equipment through local bids.</p> <p>The aviation market has grown through the years and TYMCO has added additional equipment solutions for the aviation industry due to increased regulations to address Foreign Object Debris (FOD) and glycol removal. All of the major airports in Texas such as Dallas/Fort Worth International, Dallas Love Field, Fort Worth Meacham, Dallas Red Bird, Addison, San Antonio, Austin and Houston along with many other U.S. regional and international airports such as Atlanta, Las Vegas, Boston Logan, Albany, Orlando, Phoenix and Seattle/Tacoma International Airport.</p> <p>TYMCO's breadth of product offerings and environmental solutions to airports of all sizes is unequaled in the industry.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>While there is no industry monitoring group that calculates market share, TYMCO currently estimates our market share in the Canadian airport sweeper market to be under 10%. We are excited about the growth opportunities for selling TYMCO airport solutions to Canadian airports using Sourcewell.</p> <p>TYMCO's entire breadth of product offerings is available in Canada and partnering with Sourcewell will further expand our opportunities in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>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.</p> <p>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?</p> <p>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>	<p>We are best described as a manufacturer. TYMCO would best fall under the categorization of letter b) above. We are a manufacturer of sweepers with only (1) location in Waco, Texas. TYMCO has Regional Managers that live throughout the United States and have an APR (Area of Primary Responsibility). The Regional Managers are employees of TYMCO and work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide service within the dealer's APR.</p>	*
17	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.	TYMCO is a privately held corporation licensed to do business in Texas. TYMCO follows any applicable requirements in the United States and Canada for manufacturing vocational work trucks as Regenerative Air Sweepers. TYMCO has Marketing Agreements with all our dealers that outline responsibilities for selling sweepers and parts as well as providing service within the dealer's APR. It is each dealer's responsibility to maintain applicable business licenses and related certifications within their APR.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no "suspension or debarment" that applies to TYMCO.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2021, TYMCO was awarded the Alan Curtis Industry Service Award recognizing our contribution to the Pavement Maintenance Industry as the originator of the TYMCO Regenerative Air Sweeping technology. TYMCO's technology, when invented, was the first new sweeping process in decades and since its introduction every major sweeper manufacturer has added regenerative air sweepers to their product lineup.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>In 2017, our TYMCO Model DST-6 received the only Environmental Technology Verification (ETV) Certificate based on ETV Canada / ISO 14034:2016 – City of Toronto Operational Test Protocol.</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	As a practice, TYMCO does not share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, around 60-70% of our business is to the governmental sector and can vary from year to year.	*
21	What percentage of your sales are to the education sector in the past three years	As a practice, TYMCO doesn't share the exact numbers of units that we build or percentages of units that are delivered to certain customers. As an approximation, less than 5% of our business is to the education sector and can vary from year to year.	*
22	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?	TYMCO currently holds cooperative purchasing contracts with Sourcewell, HGACBuy and BuyBoard. Our dealers also hold many contracts with state entities in their respective territories. In keeping with our practice of holding financial information confidential, we do not provide exact sales information for these contracts.	*
23	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?	TYMCO does not currently have a GSA contract or any SOSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Memphis International Airport – Memphis, TN	Paul Geater	(901) 486-5936	*
McGhee Tyson Airport – Knoxville, TN	Larry Ray	(865) 342-3038	*
Key West International Airport – Key West, FL	Tyler Bethel	(305) 797-2006	*
San Diego International Airport - San Diego, CA	Jonathon Mason	(619) 400-2760	
John Wayne / Orange County Airport – Orange County, CA	Rose Ortega	(949) 252-5200	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin, Texas	Government	Texas - TX	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Washington, D.C.	Government	District of Columbia - DC	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Toronto, Ontario, Canada	Government	ON - Ontario	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of Memphis, Tennessee	Government	Tennessee - TN	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*
City of San Francisco, California	Government	California - CA	Public Works / Municipality	Multiple Unit Orders at One Time	As a standard practice being a private company, we do not release financial / sales volume information.	*

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 *	
26	Sales force.	<p>TYMCO has full coverage throughout the United States and Canada. TYMCO has company representatives (Regional Sales Managers) that live throughout the United States and have an APR (Area of Primary Responsibility). Our 10 Regional Sales Managers are located in Texas, Arkansas, Georgia, South Carolina, Massachusetts, Pennsylvania, Ohio, and Nebraska. The Regional Sales Managers work with TYMCO dealers in their APR to provide sales, marketing, service and training support to our mutual customers. This high number of TYMCO Regional Sales Managers delivers a low RSM to Dealer Sales Representative ratio. In turn, this helps TYMCO have more overall mindshare with our vast dealer network by dedicating intentional time to promote, sell, train and service our products. We also have an inside sales group located at our home office in Waco, TX that provides additional support to our RSMs and Dealers. This support includes but is not limited to developing sales presentations, quotes, demonstrating equipment, training on using equipment, training on servicing equipment, hosting manufacturing facility tours as well as training to both RSMs and Dealers on how to use the Sourcewell contract to its fullest. We have the most experienced salesforce in the sweeper industry both at the manufacturing and dealer levels.</p>	*

27	Dealer network or other distribution methods.	<p>TYMCO has over 300 dealer personnel providing coverage throughout the United States and Canada. TYMCO dealers are independently owned and operated and have a Marketing Agreement with TYMCO to sell sweepers and parts and provide warranty and service within the dealer's APR. TYMCO dealers are full-service dealers that have capable sales, parts and service staff. Our dealers are spread throughout the US and Canada providing parts and service in over 50 locations. In keeping with our core business philosophy of delivering quality products, excellent value and strong customer support, TYMCO is very intentional about the dealers that we have representing TYMCO. We look for dealers that have similar values and philosophies in order to give our customers a consistent experience when using TYMCO. Personal service and relationships are key for customers looking for a turn-key solution to airport cleaning. All of our dealers are required to keep sweepers in inventory so machines can be presented and demonstrated at customer locations. In addition, TYMCO Dealers are required to maintain a parts inventory relative to the number of machines in their area and required to be factory trained in sales, service, and support.</p> <p>Please refer to the Dealer listing / map that is included in the PowerPoint attachment for a listing and illustration of TYMCO Dealer coverage in the United States and Canada. PowerPoint is also provided in Adobe PDF.</p>
28	Service force.	<p>TYMCO has coverage throughout the United States and Canada both by TYMCO personnel and Dealer personnel. We have over 50 dealer locations throughout the United States and Canada, and each has service staff that support our customers. Many of these dealer locations also provide on-site service with service vehicles that can carry needed sweeper parts for customers as a convenience. TYMCO dealers are trained by our Regional Sales Managers, so they are up-to-date on what specific items they need to know in order to provide the best support for our mutual customers. In addition, we have service staff in Waco that provide product support over e-mail, phone and web conference to our local Dealers, so they are best prepared to help all customers with any support that they need. We also require that our dealers have their staff trained at the TYMCO Service School located in Waco, Texas at the TYMCO manufacturing facilities.</p> <p>TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers.</p> <p>As requested by customers in conjunction with our vast Dealer network, custom service training schools have been offered to train customers as needed. These have been performed at our manufacturing facility in Waco, Texas as well as in the field at customer and dealer locations. We have provided these schools not only with our Regional Sales Managers, but also our service staff from Waco who will travel to dealer and customer locations.</p> <p>In addition, TYMCO has very close relationships with service staff at major component suppliers such as chassis manufacturers and auxiliary engine manufacturers. These close relationships provide added value to our customers so they can receive expedited service on these components when needed.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As the contract holder, we are going to request that all TYMCO dealers communicate with the TYMCO Marketing Department to request a quote be worked up for all Sourcewell Members. TYMCO would prefer to work up all quotes for Sourcewell Members. The role of a TYMCO dealer is to help provide Sourcewell Members the appropriate solution to address their sweeping need, and this will involve a discovery period where the dealer representative will identify the best TYMCO Sweeper to meet the needs of the customer. This discovery process will also involve the support of the TYMCO Regional Sales Manager. Depending on the application and geographic location of the Sourcewell Member, there may be an array of options that will be more appropriate for one customer over another. The TYMCO dealer will communicate this to the TYMCO Marketing Department who will work up a quote based on the Sourcewell contract pricing. The TYMCO dealer will also be responsible for providing in-service for the sweeper as well as providing product support for the Sourcewell Member throughout the life of the product. TYMCO will process a quarterly report of sales through the Sourcewell Cooperative Purchasing Program. Any order that we receive from using the Sourcewell Program will be included on the quarterly report that we will generate and submit to Sourcewell. Please see below for details and processes TYMCO will use in specific domiciles:</p> <p>States within the United States of America - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the Sourcewell Member as well as the local TYMCO dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). TYMCO will invoice the Sourcewell Member and TYMCO will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>U.S. Territories - When a Sourcewell Member is ready to order a sweeper from TYMCO, our intent is for the Sourcewell Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the customer to ensure that the unit being ordered is equipped with how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local dealer or customer (unless otherwise specified by the local dealer or Sourcewell Member). TYMCO will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p> <p>Canada - When receiving an order from a Sourcewell Member, our intent with Sourcewell is for the Sourcewell Member to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the Sourcewell Member. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped with the way the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the Sourcewell Member). The local TYMCO dealer will invoice the Sourcewell Member and will accept payment in U.S. Dollars (USD). Upon receipt of payment, TYMCO will process the Sourcewell fee and have it remitted to Sourcewell in accordance with Sourcewell's process.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>TYMCO has a very customer-centric approach when taking care of both Dealers and end-user customers for any type of inquiry. TYMCO personnel are available for contact via the phone, web site and e-mail. During standard working hours, the TYMCO factory has a full-time reception that answers the phone and quickly directs incoming calls to any appropriate TYMCO personnel or TYMCO dealer.</p> <p>TYMCO dealers are full-service dealers that provide sales of sweepers and parts as well as service of sweepers within their APR. In regard to parts, TYMCO dealers stock commonly used parts so that there are always parts available locally for customers within the dealers' APR. The TYMCO manufacturing facility in Waco, Texas also stocks all parts in quantities, so the TYMCO dealer network has access to infrequently requested parts when needed. Generally speaking, for most parts, as long as a TYMCO dealer can get an order placed with TYMCO by 3 pm Central, TYMCO can have that part shipped out the same day it is ordered. Depending on how the TYMCO dealer and customer have decided to handle the delivery of the part, TYMCO also offers our dealers the ability to drop ship the part directly to the customer's location, saving time. TYMCO also provides our local dealers with incentives to order parts in quantities so that they will be encouraged to stock more parts locally, which in turn provides a faster turn-around time for parts deliveries.</p> <p>TYMCO dealers offer service so that customers can have their equipment worked on if required. Our dealer service staff are trained by our Regional Sales Managers as well as our Service School located in Waco, Texas. If a customer needs assistance with an issue over the phone, in most cases, the dealer service staff can assist with the issue. The TYMCO Service Manager, Training School Director and service staff are available to assist dealers and customers over the phone, e-mail or web conference if they need assistance with getting a service issue resolved.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TYMCO can confidently supply our products to Sourcewell participating entities in all areas of the United States based primarily on three things:</p> <ol style="list-style-type: none"> 1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges. 2. A far-reaching dealer network deeply involved at a personal level with customers. 3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously. 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We have provided products into Canada for over 30 years. TYMCO currently has (3) dealers in Canada that provide coverage in 1) Ontario, 2) Quebec and the Maritimes and 3) Western Canada. We are enthusiastic about the potential for increased sales in Canada using Sourcewell and Canoe due to the increased adoption of cooperative purchasing. We also look forward to better servicing Sourcewell Participating Entities and any entities like Canoe in Canada through the award of this new contract.</p> <p>As with our ability and willingness to provide products in the United States, TYMCO can confidently supply our products to Sourcewell participating entities, Canoe Members and other entities like Canoe in all areas of Canada based primarily on three things:</p> <ol style="list-style-type: none"> 1. High quality needs-based engineering-driven solutions with a large breadth of products that address airport challenges. 2. A far-reaching dealer network deeply involved at a personal level with customers. 3. A deep desire on TYMCO's part to vigorously promote purchasing our products through Sourcewell to customers who may have purchased through bids previously. 	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TYMCO will be able to service all areas of the United States and Canada with Sourcewell.	*
34	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?	TYMCO will be able to fully service all Sourcewell Member sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A specific contract requirement that TYMCO has for members in Hawaii, Alaska and U.S. Territories is requesting that the total amount due may be requested to be funded before the unit(s) ship from TYMCO, Inc. in Waco, Texas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>We intend to market this contract opportunity through our sales force, which includes the TYMCO Regional Sales Managers and the dealer sales staff. We intend to implement a push-pull marketing strategy to promote the contract both on a national and a local level. We will continue to train our staff and our dealer representatives in the best use of Sourcewell in order to help push end users to use the contract. At the same time, TYMCO will vigorously promote the contract through our marketing efforts on a national level (some of which are listed below) in order to help pull customers to purchase TYMCO sweeper through Sourcewell:</p> <ol style="list-style-type: none"> 1. Regular training for TYMCO personnel and TYMCO dealer personnel on the advantages of (and the best way to utilize) the Sourcewell contract. 2. Regular participation in regional Sourcewell events for both TYMCO and dealer personnel. 3. Co-branded marketing materials promoting the advantages of purchasing TYMCO Airport Runway Maintenance Sweepers through the Sourcewell contract. 4. Co-branded contract information presented with each quotation on the contract (sample included in uploaded PowerPoint / PDF). 5. Co-branding with Sourcewell in advertisements in national publications. 6. Trade shows with prominently displayed Sourcewell promotional materials. 7. Website promotion of the Sourcewell contract. 8. Social media posting promoting the Sourcewell contract. 9. Regular email blasts to dealers promoting the advantages of selling through the Sourcewell contract. 10. Press release on the TYMCO website and in national publications promoting the availability of TYMCO Sweepers on the Sourcewell contract. <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TYMCO has a substantial online presence at tymco.com which has been in place since the late 1990s and updated continuously. TYMCO contracts with a web / internet marketing company to assist TYMCO with Search Engine Optimization (SEO) in order to assure high rankings by all of the popular search engines including Google. TYMCO also has tools in place to deliver advanced E-mail Marketing and Social Media management. Our e-mail marketing is a significant piece of our digital marketing communications strategy, and our social media activity is broadcast on Facebook, Instagram, LinkedIn and YouTube. We also perform national advertising of our products through several different industry publications which are run in electronic / on-line versions. These publications also send out e-mail blasts as well to their contact databases with our marketing messaging. These publications will also use social media to promote our products when we advertise with them and tag our social media accounts with these postings, increasing overall effectiveness. Our dealers can then share these postings, increasing their effectiveness. TYMCO also exhibits at several national and regional tradeshow which also provide an online presence with e-mail marketing helping promote TYMCO as an exhibitor as well as social media postings announcing who is exhibiting at the show. These shows will tag TYMCO in their postings. This is something that helps TYMCO especially when we re-share or re-post their posting. This is also a benefit to our dealers so they can share the trade show posting announcing that TYMCO is exhibiting.</p> <p>TYMCO provides our dealer sales representatives with digital asset resources such as digital photos, PowerPoint presentations and videos on our products for multiple different use cases. These cases can be for trade shows, dealer web sites, dealer social media accounts / marketing initiatives as well as photos and video clips of our products working to help dealer sales reps get access to potential customers that are busy and need to better understand how our sweepers are the solution to their problem.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>

38	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 contracts is to help the suppliers that are awarded make sure that all of Sourcewell's members know about newly awarded contracts and to help suppliers with any customer service-related needs during the purchasing process. For example, if a Sourcewell member needs assistance with legal interpretation of cooperative purchasing language to help satisfy the needs of their legal or governance, then Sourcewell can assist the supplier in best explaining how Sourcewell can be used with that entity. In addition, promotion of TYMCO as an authorized Sourcewell vendor to the Sourcewell Membership via all communication that Sourcewell currently uses to communicate with their members.</p> <p>We intend to include Sourcewell information to our internal sales force and our dealer sales staff whenever we discuss cooperative purchasing as it relates to TYMCO Sweepers. We will continue to educate our dealers on the process of how Sourcewell works and how to offer TYMCO Sweepers to airports using the Sourcewell contract. This will be done in person at sales seminars, dealer training events, by Regional Sales Managers when working with dealers and when TYMCO Marketing discusses this program with dealers via the phone or e-mail. This includes but is not limited to providing Sourcewell marketing materials that explain how Sourcewell works such as the Cooperative Purchasing Guide and co-branded dealer flyer. We will also provide the dealers with Sourcewell branded materials such as trade show flags and flyers to be included with all quotes that are given to customers. TYMCO will also be in contact with our Sourcewell Supplier Administrator to develop our processes and better utilize our contract and educate ourselves and our dealers to get the most out of the contract.</p>	*
39	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.	Our products and services are currently not available through an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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>1. Every TYMCO Sweeper comes standard with (1) Operator's Manual and (1) Parts and Service Manual in printed format. The Parts and Service Manual is also provided to the customer on a USB drive upon delivery. These manuals provide training information on how to operate and properly service a TYMCO Sweeper.</p> <p>2. Every TYMCO Sweeper also comes with (1) Training and Safety Video on DVD. This video is also available on USB drive upon request. In addition, TYMCO is working to have these videos online for customer viewing. This video outlines general safety topics and procedures to keep in mind for operators and service technicians when using or working on or around a TYMCO Sweeper.</p> <p>3. TYMCO also offers a maintenance Service School in Waco, Texas at the TYMCO manufacturing facilities and is provided at no charge to current TYMCO customers. At the TYMCO Service School, attendees will learn how to properly clean a sweeper, inspect sweeper components, inspect and replace blower wheel components, and adjust and replace pick-up head components. The Service School will also review troubleshooting and maintaining hydraulic, gutter broom, water system, and electrical components, as well utilizing the TYMCO BlueLogic® Control System which is the TYMCO electronic control and on-board diagnostic system. The class is designed for both operators and mechanics who sweep in all applications including streets, industrial, airport, construction, and seasonal, such as leaf season or spring cleanup. TYMCO also offers an additional half-day course for customers with DST (Dustless Sweeping Technology) models.</p> <p>Class sizes are kept at around 15 attendees to allow for more hands-on time during the course. TYMCO Service School is held in Waco, Texas at the TYMCO manufacturing facility and is provided at no charge to current TYMCO customers. As long as the customer owns a TYMCO Sweeper, they are more than welcome to send as many attendees that they feel is necessary to the Service School. TYMCO also provides lunch during Service School as well as transportation to and from the hotel. Additional information and class registration is available on www.tymco.com, by clicking on the Service School button.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p> <p>4. The local TYMCO dealer also provides basic in-service training when a new sweeper is ordered and delivered to the Sourcewell Member's location. For more extensive training, training multiple staff members or if the Sourcewell Member's location requires overnight stays by the local TYMCO dealer, then additional charges may apply. When available, the TYMCO Regional Manager will also be in attendance during the sweeper in-service training to provide additional resources to the customers when learning about their new sweeper. This in-service training is focused primarily on operational training but will also include reviewing maintenance items as well.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>1. Regenerative Air is the preferred aviation sweeper technology for its ability to remove the majority of Foreign Object Debris (FOD) and for glycol removal from paved surfaces. Generally speaking, there are 3 main types of sweepers – Mechanical Broom, Vacuum and Regenerative Air. TYMCO invented the Regenerative Air System and that is the only type of sweeper that TYMCO manufactures. It is the newest sweeper technology and provides the most environmentally conscious method to sweep because of its ability to remove and retain more of the fine material that is found on paved surfaces which is becoming increasingly more important to remove when sweeping.</p> <p>2. TYMCO has integrated and continues to develop our BlueLogic Control System throughout the entire product line. BlueLogic is the TYMCO electronic control and on-board diagnostics system for the sweeper. This system provides information to customer management teams (such as operation or service managers) to help them better track usage of the machines. We also have integrated Service Reminders to assist customers by reminding the operators that certain items on the sweeper are due for service. There are also many different integrated operator alerts that help ensure that the operator knows that something on the sweeper needs their attention.</p> <p>3. TYMCO offers several unique and innovative solutions to specifically address the needs of airport managers and runway maintenance personnel. Many of these are either TYMCO exclusives – or were created and developed by TYMCO:</p> <p>A. The patented TYMCO Model HSP (High Speed Performance) Sweeper – Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® High Speed Airport Runway Sweeper puts the power of a 250 mph controlled jet of air in the operator's hands. The Model HSP High Speed Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>B. The TYMCO Lateral Airflow Nozzle (LAN) was developed as a rapid deployment method to clear runways of Foreign Object Debris (FOD) resulting from mowing or construction activities. Widely used at larger international airports with heavier traffic, the LAN can quickly remove debris from runways and taxiways so that air traffic is unhindered.</p> <p>C. TYMCO offers three different magnet assemblies all designed and built by TYMCO engineers around the demands of airport personnel to improve public safety by eliminating ferrous metals from the runway. Two of these magnets offer self-cleaning features designed by TYMCO engineers.</p> <p>D. TYMCO has developed a unique Liquid Recovery System (LRS) which utilizes our sweeping system to remove glycol de-icing fluid from runways and taxiways, captures it in our hopper, and then facilitates pumping it into a storage or recycling receptacle for proper disposal or recycling.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>1. TYMCO Model 600 CNG</p> <p>A. Model 600 Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>2. TYMCO Model 500x CNG</p> <p>A. Model 500x high side dump Regenerative Air Sweeper operating on fully dedicated CNG (Compressed Natural Gas) – both the truck chassis and the sweeper engines use CNG.</p> <p>B. Both CNG engines hold US EPA Letters of Conformity and CARB Certificates approving emissions standard compliance.</p> <p>C. In addition, TYMCO has invested in an on-site CNG fueling station for operational testing of manufactured products.</p> <p>3. TYMCO manufactures two (2) Regenerative Air Sweeper models that utilize our patented Dustless Sweeping Technology (DST) for capturing the smallest ultrafine particulate matter (PM) - the Model DST-6 and Model DST-4. TYMCO Sweepers help control airborne particulate matter in this area by removing the fines from paved surfaces which prevents them from becoming entrained into the air. Particulate Matter in large concentrations is a contributing factor to smog. The City of Toronto released an air quality study outlining how well these Regenerative Air Sweepers have performed in improving air quality. In summary, the report states that the Toronto-owned TYMCO Regenerative Air Sweepers had an impact that realized a minimum 27% reduction of airborne fine particulate matter.</p> <p>A. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>ii. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</p> <p>B. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.</p> <p>i. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>4. TYMCO's Liquid Recovery System (LRS) prevents Ethylene Glycol from washing into the storm water system by capturing it and removing it from the runway surface. Cleaner stormwater systems lead to cleaner streams and rivers and also help prevent groundwater contamination around airports. This option allows the TYMCO Sweeper to be a multi-purpose sweeper to help assist an airport addressing multiple challenges.</p> <p>5. Manufacturing - Throughout the design process, our engineers are driven to do more with less. In the beginning, doing more with less was purely to satisfy our desire to keep things as simple as possible, but today that process also leads to a smaller environmental footprint. Our designs also help to optimize the useful life of our sweepers, minimize the use of water for dust control and reduce fuel consumption. In addition, TYMCO has an on-site recycling program for office paper, scrap metals and plastics.</p> <p>6. BlueLogic Control System – TYMCO has integrated information panels with logs that track the amount of water usage and fuel usage on the sweepers to help keep operators, fleet managers and operation managers better informed of the environmental impact of using a TYMCO Sweeper. Management can then review this information and make adjustments to sweeper operation in order to make the operation more efficient.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>1. TYMCO Sweeper auxiliary engines are Final Tier 4 (FT4) EPA-certified</p> <p>2. TYMCO Sweeper chassis are Clean Idle Certified</p> <p>3. TYMCO Sweepers are South Coast Air Quality Management District (AQMD) Rule 1186 certified</p> <p>4. TYMCO Model DST-6 – The below mentioned Certificates have been uploaded with our submission.</p> <p>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p> <p>B. March 15, 2020 - Environmental Technology Verification (ETV) Certificate – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – Operational Test Protocol</p> <p>5. TYMCO Model DST-4 - The below mentioned Certificate has been uploaded with our submission.</p> <p>A. March 15, 2020 - Environmental Technology Verification (ETV) Certificate Renewal – ETV Canada / ISO 14034:2016 – City of Toronto Clean Roads to Clean Air Program – PM10 and PM2.5 Sweeper Efficiency Test Protocol</p>	*
44	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.	We have uploaded a letter outlining our current US Government Small Business Entity (SBE) status.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>TYMCO provides Regenerative Air Sweepers from the people who invented Regenerative Air which is the newest sweeping technology available. TYMCO offers the best in Regenerative Air technology since we originated the concept over 50 years ago.</p> <ol style="list-style-type: none"> 1. Regenerative Air Sweepers are designed to offer a low total cost of ownership. The industry acknowledges that generally speaking Regenerative Air Sweepers have a low overall cost of ownership because of reduced maintenance required on Regenerative Air style machines. The aviation industry has acknowledged that the preferred airport sweeping technology is Regenerative Air due to its low total cost of ownership and its ability to effectively remove FOD with only the high velocity airflow system. 2. High Speed Runway Sweeper – The Model HSP (High Speed Performance) Sweeper is a Regenerative Air Sweeper with a patented pick-up head designed to remove 100 % FOD from an airport runway at up to 15 mph. For faster cleanups, this sweeper can perform at up to 25 mph. 3. Green Options – The industry has acknowledged that using a Regenerative Air Sweeper is the most environmentally-conscious way to sweep paved surfaces because of its inherent ability to remove and contain the fine material that can get lodged in the cracks and crevices. TYMCO also offers (2) of our most popular style sweeper models, the Model 600 and the Model 500x, with Compressed Natural Gas (CNG) powered engines as an alternative to diesel fuel. We also have (2) models, the Model DST-6 and Model DST-4 which are Regenerative Air Sweepers that are equipped with TYMCO-patented Dustless Sweeping Technology. This technology provides advanced dust control to capture even the smallest ultrafine material measured in microns. 4. Product Support – TYMCO has over (50) dealer locations throughout the United States and several internationally with service technicians on-site who can provide customers the service and support they need. TYMCO also has Service staff available in Waco, Texas that can assist with troubleshooting issues over the phone or e-mail. 5. Service School - TYMCO has remained an industry leader by offering 30 or more scheduled two-day comprehensive service and operator training schools each year for TYMCO Regenerative Air Sweepers in a dedicated modern, climate controlled, 3,500 square foot facility. This scheduled school has been offered for more than 40 years. The United States Air Force, state and city governments, and airports have sent more than 6,000 students to the full time, fully equipped school to better maintain and operate their TYMCO sweepers. The Service School is available to both TYMCO Dealers as well as end-user customers. 6. TYMCO Test Track and Wash Facility – This is the newest addition to the TYMCO Manufacturing Facility. On-site next to the factory is a 9-acre test track and wash facility designed by TYMCO. This is an industry-first facility designed to test every sweeper that is manufactured at TYMCO as well as provide a secure paved area where customers, dealers and employees can operate sweepers in a controlled environment whether the need is for research and development, quality control operations, operator training or customer demonstration. The test track is also used for running airport runway sweeper test validation such as for the FAA (Federal Aviation Administration) Sweeper Performance Test. The wash facility was designed by TYMCO engineers in conjunction with a high-profile civil engineering firm as a sweeper friendly area to wash sweepers effectively, quickly and with full environmental compliance. Sweeper washing is the most important daily maintenance activity on a sweeper and this real-life facility helps demonstrate the best way to wash a sweeper. <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	<p>Yes. There are (3) separate warranty classifications on TYMCO Sweepers that cover parts and labor. There is (1) warranty provided by TYMCO for the TYMCO Sweeper, there are multiple warranties for the truck chassis provided by the truck manufacturer (e.g., International or Freightliner) and there is (1) warranty on the auxiliary engine provided by the auxiliary engine manufacturer (e.g., John Deere or Kubota).</p> <p>1. TYMCO Sweeper – The warranty is provided by TYMCO through our dealer network.</p> <p>2. Truck Chassis – This classification has multiple warranties. Some warranties are provided by the chassis manufacturer through their dealer network. Some major components on the truck chassis such as the engine and transmission have warranties provided by their authorized service centers (e.g., Cummins engines and Allison transmissions). As a note, most larger truck dealers are also authorized service centers for both Cummins engines and Allison transmissions.</p> <p>3. Auxiliary Engine – The warranty is provided by the engine manufacturer through their dealer network.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or limitations beyond the standard stated warranty for the TYMCO Sweeper, Truck Chassis or Auxiliary Engine (e.g., TYMCO Warranty is 1 year / 1000 hours; John Deere Warranty is 2 years / 2000 hours). Each individual warranty has stated exceptions for situations that would be considered negligence, but the warranties provided for the TYMCO Sweeper, Truck Chassis and Auxiliary Engine are designed to cover normal use of these components within a sweeper airport application.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	However, since our sweepers are truck chassis mounted, most customers are able to drive their sweeper units to the respective local authorized dealer for most warranty repairs.	*
49	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.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>As noted above, all items included with the TYMCO Sweeper are covered by TYMCO and the authorized dealer network except for the truck chassis and auxiliary engine. The truck chassis is covered by the chassis original equipment manufacturer (OEM) and the auxiliary engine is covered by the auxiliary engine OEM.</p> <p>Our Service Department does handle any incoming requests for chassis or auxiliary engine warranty requests to help properly direct these requests to the appropriate service center.</p>	*
51	What are your proposed exchange and return programs and policies?	Regarding exchange and return programs and policies as related to warrantable parts on the TYMCO Sweeper, Truck Chassis or Auxiliary Engine: any warrantable claims need to be processed through the local TYMCO Sweeper dealer, local truck chassis dealer or local auxiliary engine dealer for the respective components that is being claimed in order to have the claim be processed.	*
52	Describe any service contract options for the items included in your proposal.	TYMCO will not be including any service contract options in the proposal. Several of our local authorized Dealers may offer a service contract for an end-user customer. These would be quoted upon request to the Sourcewell Member as a sourced / open market option with their new TYMCO Sweeper. The level of service required will be discussed and agreed upon by the Sourcewell Member and local authorized TYMCO Dealer.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	TYMCO's payment terms are net 30 unless otherwise noted on the Sourcewell quote from TYMCO to the Sourcewell member. TYMCO accepts checks, ACH and wire transfer.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	TYMCO provides in-house municipal lease purchase services for governmental customers in certain domiciles that are interested in using that method to help acquire a new sweeper. In addition, TYMCO has relationships with multiple other financing / banking institutions that may be a good fit to help a Sourcewell Member properly lease or finance a new TYMCO Sweeper.	*
55	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.	<p>The only "standard" transaction document that we have used with Sourcewell purchases has been our "Sourcewell Quote Form". This is a custom quote form that outlines all of the required information that a Sourcewell Member would need in order for them to know what they are being quoted, pricing of the item being quoted and the terms of the quote. We have uploaded a sample of the Sourcewell quote form that we have been using for quoting Sourcewell members. Please note that this quote form displays the "Sourcewell Awarded Contract" logo that has been customized for TYMCO's current contract. In addition, TYMCO also provides a co-branded customized Sourcewell Information Flyer with every quote that goes to an end-user. This has also been uploaded for review in Adobe PDF.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>	*
56	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?	Currently, we do not accept this process.	*

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 *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The pricing model that TYMCO is using for this RFP is in the line-item price format for Sourcewell Members. The date on the current Sourcewell Price Catalog will be effective until any product and price change request is made and accepted by Sourcewell during the contract term.</p> <p>Sourcewell catalog pricing for base sweeper models and options have been submitted with this RFP. The Price Catalog will have an effective date and each line item will have the following information: TYMCO Model, Item Number, Item Type, Item Name, Sourcewell Catalog Price, Sourcewell Published Discount and Sourcewell Member Price.</p>	*
58	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.	TYMCO is offering a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog. TYMCO is offering chassis, chassis options and Total Cost of Acquisition Costs at net pricing without a discount.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity / volume discounts – TYMCO entertains quantity / volume discounts on a case-by-case basis. TYMCO has given these quantity / volume discounts to Sourcewell Members on our current Sourcewell contract and intend to continue offering them when applicable.</p> <p>Rebate Programs – TYMCO entertains rebates to Sourcewell Members when applicable. These rebates could be in the form of a "close out" or "special purchase" discount.</p>	*

60	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.	Sourced / Open Market items that are not included in our Sourcewell Price Catalog will be quoted upon request. These items will be quoted as a separate line item and noted appropriately. These items will be clearly identified on the quote form so that the Sourcewell Member can see the pricing for these item(s).	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Below are items that would qualify as Total Cost of Acquisition Costs that will NOT be included in the pricing submitted with TYMCO's response. These items would only be included if it applies to the quote being prepared.</p> <ol style="list-style-type: none"> 1. Freight 2. PDI (Pre-Delivery Inspection) 3. Local Delivery 4. In-Service / Training 5. Sales Tax 6. Other Taxes 7. License Fees / Title Fees / Registration Fees 8. Performance Bonds 9. Trade Fees / Tariffs / Brokerage Fees 10. Additional Service / Warranty Programs – This would be reflected as additional services or extended warranties provided by TYMCO, the local TYMCO dealer, truck chassis dealer/manufacturer or auxiliary engine dealer/manufacturer. 11. Trade-In Units - This would be reflected as a reduction in price because TYMCO or the local TYMCO dealer would be receiving the trade-in unit as an asset as part of the transaction. 	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<ol style="list-style-type: none"> 1. Freight – Unless otherwise specified by the local TYMCO dealer, freight will be the approximate cost to ship the unit from the TYMCO manufacturing facility in Waco, Texas to the local TYMCO dealer responsible for delivering the unit to the Sourcewell Member. 2. Local Delivery – Once the sweeper unit arrives at the local TYMCO dealer, there is an additional cost that may be incurred to deliver the unit to the Sourcewell Member depending on the member's location in relationship to the local TYMCO dealer. 	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Alaska – TYMCO works with our local dealer in Alaska to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Hawaii – TYMCO works with our local dealer in Hawaii to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Canada – TYMCO works with our local dealers in Canada to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick up the sweeper as well as work with any brokers that are needed during the transportation process.</p> <p>Offshore – Depending on the location, and this process might vary, but TYMCO typically coordinates the shipping and delivery of units to offshore locations or will work closely with our local dealer responsible for delivery / installation of the unit to coordinate all shipping and transportation logistics to get the units to their final destination.</p>	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If there are any unique delivery methods or options that will be required by a Sourcwell Member during the duration of this contract, TYMCO will ensure that TYMCO, the local TYMCO dealer and the Sourcwell Member agree and understand why a unique delivery method or option would be of benefit to the Sourcwell Member if the process differs from the standard delivery process.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>TYMCO intends to announce and market the availability of the Sourcewell contract and that TYMCO Sweepers are available for Sourcewell Members to purchase. We will announce this to both our dealer network and all end-user customers using e-mail marketing and social media. After we announce the availability of the contract for our dealers to use, we are going to outline the process that we would like for the dealer network to follow which includes requesting that all quotes be generated by TYMCO to ensure that we are meeting the standards put forth by Sourcewell as well as that pricing is delivered in accordance with our bid submission. TYMCO will be able to verify the appropriate fee amount that needs to be remitted to Sourcewell because we will use a TYMCO-generated quote form that will calculate the Sourcewell fee. TYMCO will use our quote forms to verify that the appropriate fee amount is recorded in our quarterly sales report for submission to Sourcewell. TYMCO Marketing will also use this information to forward it to the TYMCO Accounting Department to process the administrative fee to Sourcewell once TYMCO is funded by the Sourcewell Member. This is the process that we are currently using with our Sourcewell contract. This process as outlined allowed TYMCO to remain in good standing with Sourcewell.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Some internal metrics that will be tracked include but are not limited to:</p> <ol style="list-style-type: none"> 1. Evaluating sales reports to see what percentage of sweeper orders are coming from Sourcewell versus other types of purchasing. These sales reports are generated monthly or can be generated more frequently if required. The goal would be to see this number increase versus traditional purchasing methods. 2. Evaluating sales reports showing time elapsed from when a quote was generated until an order is placed. This is important because cooperative purchasing allows governmental entities to expedite their purchasing process by using a program with suppliers that have already been awarded contracts under a competitively bid process. The goal would be to see this number close faster than it did under traditional purchasing methods. 3. Tracking sales volume to see if there is an increase in overall sales volume with the availability of the newly awarded contract. 4. Monitoring quote requests from local dealers to see if there is an increase of interest for Sourcewell quotes versus other traditional quotes.
68	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.)	TYMCO will be paying a 2% administration fee to Sourcewell. TYMCO will calculate the total fee to be paid to Sourcewell on the base sweeper model price with all purchased options less chassis and any "Total Cost of Acquisition Cost" items that are outlined on the quote form.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>TYMCO provides powerful and efficient Regenerative Air Sweeping solutions for airport runway sweeping, multi-purpose airport sweeping, parking lot sweeping, road sweeping and industrial sweeping applications. TYMCO offers sweepers that run on diesel, gasoline as well as Compressed Natural Gas (CNG) and we also manufacture a single engine Regenerative Air Sweeper that powers the sweeper with the truck chassis engine. All of our sweeper models improve the appearance of these paved surfaces, improve public safety by removing FOD (Foreign Object Debris) from airport runways and just as importantly have a positive impact on the environment. TYMCO Sweepers have a positive impact on the environment by removing ultrafine particulates from paved surfaces to improve air and stormwater runoff quality and remove glycol from airport surfaces when used for aircraft de-icing.</p> <p>TYMCO manufactures multi-purpose sweepers which all use the Regenerative Air System technology that was invented by our founder, Mr. B.W. Young. Each of these sweeper models have been sold throughout the aviation industry to sweep runways, taxiways, aprons, airport internal roads and parking areas. Runways are the most critical application due to the risk that FOD (Foreign Object Debris) can pose to jet aircraft. Due to this risk, sweepers are generally considered GSE (ground support equipment) providing protection by cleaning runways of FOD.</p> <p>In addition, TYMCO manufactures a high-speed airport runway sweeper – the Model HSP. Engineered specifically for superior control of Foreign Object Debris (FOD), TYMCO's Model HSP® (High Speed Performance) High-Speed Airport Runway Sweeper puts the power of a 250-mph controlled jet of air in the operator's hands. Without the cost and upkeep of main brooms, elevators or vacuums, the Model HSP blasts into crevices for unsurpassed cleaning of even the smallest FOD while prying up the heaviest debris, all at a speed today's busy airports demand. In test after test, the Model HSP Airport Runway Sweeper consistently picks up 100% at 15 mph and can sweep up to 25 mph for faster cleanups.</p> <p>TYMCO also offers (3) different truck chassis mounted magnet assemblies. (2) of them come with in-cab controls for raising and lowering the magnet to the paved surface. These (2) magnets are self-cleaning and come in standard duty and heavy-duty magnetic strengths for removal of ferrous metals at fast sweeping speeds up to 25 mph.</p> <p>Designed specifically for airports, The Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas. With increased environmental regulations on airports in regard to glycol entering stormwater runoff, airport administrators need to have a system in place for glycol recovery. The TYMCO LRS allows the TYMCO Sweeper to become even more versatile by making it a multipurpose machine – a machine for both sweeping and glycol recovery. The LRS has a liquid level sensor with a light on the control panel that indicates when the sweeper is full of over 700 gallons of glycol or other deicing fluid. The LRS assists in pumping off liquid that was recovered while leaving any solids such as sand in the hopper for dumping. A pump is also available to facilitate removal of glycol to a suitable storage location or evacuation tanker for disposal.</p> <p>The positive environmental impact of clean pavement continues to create interest in air sweeping. TYMCO, with its unique ability to pick up the fine dust particles and retain them in the hopper, is the air sweeper of choice. Our Research and Development department continues to explore new design features to make TYMCO the most productive, effective, efficient and environmentally friendly sweeper built. The success of our Airport Solutions, Alternative Fuel Powered and Dustless models, along with AQMD Rule 1186 PM10 certification and ETV Canada verification is proof positive that meeting our customer's needs is and always will be the backbone and success of TYMCO.</p> <p>More detail is provided in the included attachment titled "The TYMCO Story" (Uploaded in both PowerPoint and PDF)</p>
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>TYMCO manufactures sweepers that are classified in the market segment of Regenerative Air Sweepers. We manufacture multiple different models of Regenerative Air Sweepers that deliver solutions described below:</p> <ol style="list-style-type: none">1. Airport Runway Sweepers2. Airport Sweepers3. Blower4. Glycol Recovery Sweeper5. Magnet Sweeper6. Construction Sweeper7. Dustless Sweepers8. Alternative Fuel Powered Sweepers (CNG Powered)9. Road Sweepers10. Parking Lot Sweepers11. Industrial Facility Sweepers12. Stormwater Catch Basin Cleaner
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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	
71	Plows;	<input type="radio"/> Yes <input checked="" type="radio"/> No	TYMCO does not manufacture plows and we are not offering it as a part of this RFP.	*
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our sweepers offer a Lateral Airflow Nozzle (LAN) option which gives the sweeper the ability to act as a blower for blowing off runways in addition to just sweeping. In situations where debris needs to be cleared from runways and taxiways as quickly as possible, the TYMCO Lateral Airflow Nozzle (LAN) allows the sweeper operator to use a controlled, high velocity air blast to clear debris such as sand, light snow and grass clippings off of paved surfaces back into greenspace.</p> <p>The LAN diverts air from the blower to a nozzle mounted on the left-hand side of the sweeper behind the truck cab. The LAN opening can be adjusted and rotated for air blast positioning and switching from sweeping to the Lateral Airflow Nozzle is all controlled from within the cab.</p>	
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>All of our Regenerative Air Sweepers can be used to clean an airport runway and Regenerative Air is the preferred technology in the aviation industry for pavement cleaning and FOD (Foreign Object Debris) removal. It is critical that airport runways, taxiways, aprons or any airfield pavement where aircraft may travel be clean and free of FOD.</p> <p>TYMCO also offers a wide sweep brush for extra agitation as needed. This option is called the BAH (Broom Assist Head) and can be turned off and on as needed.</p>	
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	All TYMCO Regenerative Air Sweepers can effectively remove standing glycol de-icing fluid from airport runways, taxiways, aprons and tarmacs. In addition, the Liquid Recovery System (LRS) allows a TYMCO Sweeper to be used for recovery and disposal / recycling of standing liquids such as glycol that can accumulate around aircraft on aprons or staging areas.	
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No		
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of the products that TYMCO is offering on this RFP are considered turn-key solutions.	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	These items are available to Sourcewell Members from our local authorized dealers.	*

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

Line Item 80. 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 RFP 111522 - TYMCO, Inc. - Sourcewell Price Catalog - Effective 11-15-2022 - v1.1.pdf - Tuesday November 15, 2022 08:36:06
 - [Financial Strength and Stability](#) - Sourcewell RFP 111522 - TYMCO, Inc. - Financial Strength and Stability Documents.pdf - Monday November 14, 2022 17:25:47
 - [Marketing Plan/Samples](#) - Sourcewell RFP 111522 - TYMCO, Inc. - Marketing Plan - Samples.pdf - Monday November 14, 2022 17:37:02
 - [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell RFP 111522 - TYMCO, Inc. - WMBE-MBE-SBE - RFP Line Item #44 - SBE Letter.pdf - Monday November 14, 2022 17:26:09
 - [Warranty Information](#) - Sourcewell RFP 111522 - TYMCO, Inc. - TYMCO Regenerative Air Sweeper Warranty Statement.pdf - Monday November 14, 2022 17:26:21
 - [Standard Transaction Document Samples](#) - Sourcewell RFP 111522 - TYMCO, Inc. - Standard Transaction Document Samples - Sample Sourcewell TYMCO Quote Form.pdf - Monday November 14, 2022 17:26:31
 - [Upload Additional Document](#) - Sourcewell RFP 111522 - TYMCO, Inc. - The TYMCO Story, TYMCO Brochures, General Specifications and ETV Certificates.zip - Tuesday November 15, 2022 09:11:53

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. - Bryan Young, Marketing and Sales, TYMCO, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1



TYMCO #111522-TYM

TYMCO is offering a 5% discount on all base sweeper models and sweeper options to Sourcewell members.



RFP #111522
REQUEST FOR PROPOSALS
for
Airport Runway Equipment with Related Supplies and Services

Proposal Due Date: November 15, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 27, 2022
Pre-proposal Conference:	October 19, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	November 7, 2022, 4:30 p.m., Central Time
Proposal Due Date:	November 15, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 15, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Airport Runway Equipment with Related Supplies and Services, to include equipment and related supplies or services primarily designed and intended for maintenance and use on airport runways, such as:

- a. Plows, blowers, brushes, sweepers, anti-icing equipment, deicing equipment, rubber removal equipment, runway closure markers, and runway traction equipment;
- b. Equipment accessories and technology related to production of a turn-key solution to the extent that they are complementary to the solutions described in Section 1. a. above; and
- c. Proposers may include a complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections 1. a. above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
- b. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
- c. Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems (RFP #052919);
- d. Firefighting Equipment and Rescue Tools with Related Supplies and Accessories (RFP #040220)
- e. Fleet Management Technologies with Related Software Solutions (RFP#020221);
- f. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121);
- g. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021), with the limited exception of the solutions identified in subsection 1. a. above;
- h. Firefighting Apparatus and Fire Service Vehicles (RFP #113021);
- i. Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions (RFP #120921);
- j. Roadway Paving Equipment (RFP #060122); and
- k. Airport Runway Materials with Related Supplies and Services (RFP #110122).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcwell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/17/2022

Addendum No. 1

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Should the exclusion in Section II. B. 2. k. - Airport Runway Materials with Related Supplies and Services (RFP #110122) be included?

Answer 1:

No modification to RFP Section II. B. 2., identifying exclusions of equipment, products, or services for this solicitation, is anticipated by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/17/2022, is required at the time of proposal submittal.



10/24/2022

Addendum No. 2

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a SAM or CAGE number required?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. For additional detail, please refer to the General Instructions in Table 1.

End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/24/2022, is required at the time of proposal submittal.



10/25/2022

Addendum No. 3

Solicitation Number: RFP 111522

Solicitation Name: Airport Runway Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we request to add an additional section to the Sourcewell contract template?

Answer 1:

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

End of Addendum

Acknowledgement of this Addendum to RFP 111522 posted to the Sourcewell Procurement Portal on 10/25/2022, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Tuesday, 09/27/2022

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Airport Runway Equipment with Related Supplies and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 111522

Contract Term: 4 years with potential one year extension

Date of Issue: 09/27/2022

Due Date/Time: 11/15/2022 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Transportation, Bus, Rail, Marine & Aviation - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Battsd, Inc.

Multihog

Oshkosh Airport Products

Rosenbauer MN

Team Eagle

Wausau

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

AIRPORT RUNWAY EQUIPMENT WITH RELATED SUPPLIES AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 11/15/2022 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

9/28/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **28th** DAY OF **September, 2022**

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
AIRPORT RUNWAY EQUIPMENT WITH
RELATED SUPPLIES AND SERVICES
Proposals due 4:30 pm,
November 15, 2022
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Sep. 28, 2022. 12159484

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12159484
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/27/2022, 10/04/2022

and that the fees charged are legal.
Sworn to and subscribed before on 10/04/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Airport Runway Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>).

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$46.00

Order No: 7826167

Customer No: 727698

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	322879	Print Legal Ad - IPL0091310		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Airport Runway Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0091310
Sep 27 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 09/27/2022

Ending Issue of: 09/27/2022

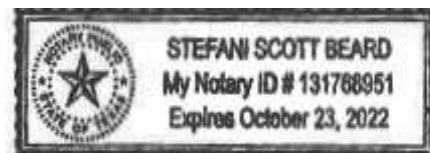
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 27th day of September in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

SPORTS

FOR THE RECORD

All times ET

MLB

AMERICAN LEAGUE

East Division

	W	L	Pct	GB
>New York	84	59	.587	-
Toronto	86	67	.563	.010
Tampa Bay	79	73	.520	.100
Baltimore	78	80	.494	.120
Boston	72	88	.449	.270

Central Division

	W	L	Pct	GB
>Cleveland	86	67	.562	-
Chicago	76	77	.497	.080
Minnesota	74	79	.484	.120
Kansas City	62	92	.402	.350
Detroit	60	92	.393	.350

West Division

	W	L	Pct	GB
>Houston	101	53	.656	-
Seattle	85	69	.556	.100
Los Angeles	87	69	.558	.020
Texas	85	71	.545	.060
Oakland	56	97	.366	.440

>divided division

>divided playoff berth

Sunday's Games

Toronto 7 Tampa Bay 1
Houston 6 Baltimore 3
Detroit 4 Chicago White Sox 1

Monday's Games

Los Angeles 10 Kansas City 1
New York Yankees 10 Toronto 1
Boston 10 Baltimore 1

Tuesday's Games

Tampa Bay 10 Baltimore 1
Cleveland 10 Kansas City 1
New York Yankees 10 Toronto 1

Wednesday's Games

Tampa Bay 10 Baltimore 1
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Thursday's Games

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THE CALL & QUOTE ARE FREE.

Wednesday's Games

Cincinnati at Pittsburgh, 7:35 p.m.
Atlanta at Washington, 7:55 a.m.
Miami at N.Y. Mets, 7:10 p.m.

Thursday's Games

Philadelphia at Chicago Cubs, 7:40 p.m.
Texas at Milwaukee, 7:40 p.m.
Los Angeles at Houston, 8:00 p.m.

Friday's Games

Los Angeles at Houston, 8:00 p.m.
Los Angeles at San Diego, 8:40 p.m.
Colorado at San Francisco, 9:45 p.m.

FOOTBALL

NFL

AMERICAN CONFERENCE

East

W L T Pct PF PA
Miami 3 0 0 1.000 63 54
New York Jets 1 2 0 333 52 81
New England 1 2 0 333 51 84

North

W L T Pct PF PA
Jacksonville 1 1 0 500 40 59
Minnesota 1 1 0 333 51 84
Houston 0 2 1 333 50 59

South

W L T Pct PF PA
Baltimore 2 0 0 667 85 72
Cleveland 2 0 0 667 85 72
Pittsburgh 1 2 0 333 54 66

West

W L T Pct PF PA
Denver 2 0 0 667 85 72
Kansas City 2 0 0 667 85 72
L.A. Chargers 1 2 0 333 54 66

National Conference

East

W L T Pct PF PA
New York Giants 2 0 0 667 85 72
Philadelphia 2 0 0 667 85 72
Washington 1 2 0 333 52 68

South

W L T Pct PF PA
Tampa Bay 2 0 0 667 85 72
Atlanta 2 0 0 667 85 72
Carolina 1 2 0 333 52 68

West

W L T Pct PF PA
Chicago 2 0 0 667 85 72
Minnesota 2 0 0 667 85 72
San Francisco 1 2 0 333 52 68

Thursday's Games

Baltimore 21 New England 26
Cincinnati 22 New Orleans 14
Cleveland 23 Houston 23
Dallas 24 Seattle 17

Friday's Games

Philadelphia 24 Washington 8
Houston 24 Los Angeles 21
Jacksonville 31 L.A. Chargers 10

Saturday's Games

San Francisco 31 Dallas 10
Denver 17 San Francisco 10
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Saturday's Games

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Denver 17 San Francisco 10
San Francisco 3

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Bid RFP #111522 - Airport Runway Equipment with Related Supplies and Services

Bid Type RFP

Bid Number 111522

Title Airport Runway Equipment with Related Supplies and Services

Start Date Sep 27, 2022 8:39:08 AM CDT

End Date Nov 15, 2022 4:30:00 PM CST

Agency Sourcewell

Bid Contact Chris Robinson
(216) 895-4168
rfo@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Oct 19, 2022 10:00:00 AM CDT

Location Online Conference

Notes Login information will be emailed two business days prior to the event.

Documents

No Documents for this bid

Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions
0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid
[Create Addendum]

[Switch to Vendor View]



[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:

RFP - General

Bid Type:

RFP 111522

Bid Number:

Airport Runway Equipment with Related Supplies and Services

Bid Name:

Open

Bid Status:

Tue Nov 15, 2022 4:30:00 PM (CST)

Bid Closing Date:

Mon Nov 7, 2022 4:30:00 PM (CST)

Question Deadline:

Not Applicable

Electronic Auctions:

English unless specified in the bid document

Language for Bid Submissions:

Online Submissions Only

Submission Type:

Online Submissions Only

Submission Address:

No

Public Opening:

No

Description:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Airport Runway Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **November 15, 2022, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories:

[Show Categories](#) [+]

Submit a Question

Register for this Bid

Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday October 19, 2022 10:00 AM (CDT)	No	

Documents	Pages
<div><div><div>File Name</div><div>RFP_111522_Airport_Runway_Eqpt</div><div>Monday September 26, 2022 10:10 AM</div></div><div><div><div>RFP_111522_Airport_Runway_Eqpt_Contract_Template</div><div>Friday September 9, 2022 02:42 PM</div></div></div></div>	<div><div>13</div><div></div></div> <div><div>18</div><div></div></div>

Addenda
No Addenda Available ...



OPEN

Airport Runway Equipment with Related Supplies and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
October 19, 2022 at 10:00 am CDT

Proposals Due:
November 15, 2022 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



Notice

Basic Information

Estimated Contract Value (CAD) \$40,000,000.00 (Not shown to suppliers)
Reference Number 0000233003
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 111522
Title Airport Runway Equipment with Related Supplies and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2022/09/27 09:32:18 AM EDT
Question Acceptance Deadline 2022/11/07 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2022/11/15 05:30:00 PM EST

Prebid Conference 2022/10/19 01:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2022/10/19 01:00:00 AM EDT
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (4)	
G	Goods Goods
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment
N3830G	DEICING EQUIPMENT, TRUCK MOUNTED DEICING EQUIPMENT, TRUCK MOUNTED
N3825T	BRUSH, SWEEPER, ROAD AND RUNWAY BRUSH, SWEEPER, ROAD AND RUNWAY
N3825G	SWEEPERS, AIRPORT, RUNWAY SWEEPERS, AIRPORT, RUNWAY
N3825N	TRUCKS, SNOW REMOVAL, EQUIPMENT TRUCKS, SNOW REMOVAL, EQUIPMENT
MERX Category (1)	
G	Goods Goods
G31	Transportation Equipment and Spares Transportation Equipment and Spares
UNSPSC Category (1)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25190000	Transportation services equipment
25191500	Air transportation support systems and equipment



Proposal Opening Record

Date of opening: November 15, 2022

Sourcewell posted Request for Proposal #111522, for the procurement of Airport Runway Equipment with Related Supplies and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, September 27, 2022, and the solicitation remained in an open status within the portal until November 15, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 15, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #111522 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

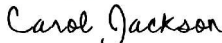
Aebi Schmidt North America - Submitted 11/15/22 at 12:47:59 PM
Airport Technologies, Inc. - Submitted 11/13/22 at 5:26:19 PM
Alamo Group (USA), Inc. - Submitted 11/11/22 at 8:51:04 AM
BOSCHUNG AMERICA, LLC - Submitted 11/15/22 at 7:00:39 AM
Broce Manufacturing Company, Inc. - Submitted 11/01/22 at 1:58:58 PM
Buyers Products Company, Inc. - Submitted 11/09/22 at 2:31:24 PM
Cyclone Technology, LLC - Submitted 11/15/22 at 3:55:39 PM
Fortbrand Services - Submitted 11/15/22 at 11:02:53 AM
Gamma Scientific, Inc. - Submitted 11/15/22 at 3:35:04 PM
Hali-Brite, Inc. - Submitted 10/25/22 at 1:31:27 PM
Halliday Technologies, Inc. - Submitted 11/15/22 at 2:24:11 PM
International Cybernetics Company, LP - Submitted 11/14/22 at 11:42:58 AM
J.A. Larue - Submitted 11/15/22 at 12:28:01 PM
Multihog, Ltd. - Submitted 11/15/22 at 12:42:58 PM
Oshkosh Defense, LLC - Submitted 11/14/22 at 12:47:07 PM
SASE Company - Submitted 11/10/22 at 8:39:46 AM
SB Manufacturing, Inc. (Superior Broom) - Submitted 11/14/22 at 10:43:54 AM
Team Eagle, Ltd. - Submitted 11/15/22 at 11:42:13 AM
TYMCO, Inc. - Submitted 11/15/22 at 9:20:02 AM
Waterblasting, LLC (Hog Technologies) - Submitted 11/14/22 at 4:44:57 PM
Wille North America, Inc. - Submitted 11/15/22 at 8:10:19 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 15, 2022, at 4:31:38 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

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Carol Jackson, Procurement Analyst



Proposal Evaluation
Airport Runway Equipment with Related Supplies and Services RFP #111522

Possible Points		Aebi Schmidt North America	Airport Technologies, Inc.	Alamo Group (USA), Inc.	BOSCHUNG AMERICA, LLC	Broce Manufacturing Company, Inc.	Buyers Products Company, Inc.	Cyclone Technology, LLC	Fortbrand Services	Gamma Scientific, Inc.	Hall-Brite, Inc.	Halliday Technologies, Inc.
Conformance to RFP Requirements	50	44	41		45	35	36	40	40	41	36	37
Pricing	400	339	322		337	299	268	305	333	319	266	305
Financial Viability and Marketplace Success	75	67	61		68	54	57	60	61	52	51	53
Ability to Sell and Deliver Service	100	85	66		87	75	73	72	71	69	66	63
Marketing Plan	50	45	37		45	38	40	39	42	38	33	28
Value Added Attributes	75	64	62		65	51	52	56	59	54	50	54
Warranty	50	43	42		43	39	40	42	42	41	39	41
Depth and Breadth of Offered Equipment, Products, or Services	200	173	159		175	125	155	145	162	129	140	133
Total Points	1,000	860	790		865	713	721	759	810	743	681	714
Rank Order		2	11		1	19	17	13	9	16	20	18

Possible Points		International Cybernetics Company, LP	J.A. Larue	Multihog, Ltd.	Oshkosh Defense, LLC	SASE Company	SB Manufacturing, Inc.	Team Eagle, Ltd.	TYMCO, Inc.	Waterblasting, LLC	Wille North America
Conformance to RFP Requirements	50	35	43		43	35	42	42	42	43	41
Pricing	400	329	306		334	266	331	339	321	335	303
Financial Viability and Marketplace Success	75	58	64		65	52	62	64	61	63	59
Ability to Sell and Deliver Service	100	70	83		79	64	82	78	80	81	78
Marketing Plan	50	36	43		43	29	39	42	43	43	40
Value Added Attributes	75	49	63		64	67	61	60	67	63	61
Warranty	50	32	44		42	34	42	43	43	43	42
Depth and Breadth of Offered Equipment, Products, or Services	200	136	165		171	118	149	169	158	158	163
Total Points	1,000	745	811		841	645	808	837	815	829	787
Rank Order		15	8		3	21	10	4	7	6	12

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Kim Austin
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Kim Austin, MBA, CPPB , Procurement Lead Analyst

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Carol Jackson
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Carol Jackson, Procurement Analyst

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Craig West
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Craig West, Procurement Analyst

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Beverly Hoemberg
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Beverly Hoemberg, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #111522
Entitled

Airport Runway Equipment with Related Supplies and Services

The following advertisement was placed September 27, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, September 28, 2022 in Oregon's *Daily Journal of Commerce*, and on September 27 and October 4, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Airport Runway Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1437467 Ontario, Inc. O/A FirstChoice Canada	Multi Electric
Aebi Schmidt North America	Multihog, Ltd.
Airport Technologies, Inc.	Northern Truck Equipment Corp.
Alamo Group (USA), Inc.	O.C.E.M Acquisition Corp.
Axtell's, Inc.	Oshkosh Defense, LLC
BOSCHUNG AMERICA, LLC	Prime Vendor, Inc.
Broce Manufacturing Company, Inc.	Regina Construction Association
Buyers Products Company, Inc.	SASE Company
Commercial Truck Equipment Corporation	SB Manufacturing, Inc. (Superior Broom)
Construction Reporter	Sectus Technologies, Inc.
Cyclone Technology, LLC	SIGHTLINE, Inc.
Equipment Works Inc, LLC	Sled Consulting, LLC
Fortbrand Services	Sloan Security Group, Inc.

Gamma Scientific, Inc.	Solar Sound Corp.
Hali-Brite, Inc.	Storm Equipment
Halliday Technologies, Inc.	TD Snow Removal
Hi-Lite Airfield Services, LLC	Team Eagle, Ltd.
International Cybernetics Company, LP	TYMCO, Inc.
J.A. Larue	Waterblasting, LLC (Hog Technologies)
Kage Innovation, LLC	Wille North America, Inc.
Lunar Contracting	Wright Construction Group

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 15, 2022, at 4:31:38 pm CT. Proposals were received from the following:

ASH North America, Inc. (Aebi Schmidt North America)
 Airport Technologies, Inc.
 Alamo Group (USA), Inc.
 BOSCHUNG AMERICA, LLC
 Broce Manufacturing Company, Inc.
 Buyers Products Company, Inc.
 Cyclone Technology, LLC
 Fortbrand Services
 Gamma Scientific, Inc.
 Hali-Brite, Inc.
 Halliday Technologies, Inc.
 International Cybernetics Company, LP
 J.A. Larue
 Multihog, Ltd.
 Oshkosh Corporation (Oshkosh Defense, LLC)
 SASE Company
 SB Manufacturing, Inc. (Superior Broom)
 Team Eagle, Ltd.
 TYMCO, Inc.
 Waterblasting, LLC (Hog Technologies)
 Wille North America, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Beverly Hoemberg, Procurement Analyst
 Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Airport Technologies Inc. is a manufacturer of severe-duty airport snowplows, high-speed snow blowers, sweepers and is an authorized dealer of Boschung Airport Runway products. Their direct sales force is ready to service the United States and Canada. Warranties cover all products, parts, and labor with an extended warranty available. Sourcewell participating entities will receive a solid discount off list price.

Alamo Group is offering a wide variety of airport equipment including roll over plows, blowers, general purpose plows, scrapers, brooms, deicers, and replacement and service parts. Their sales team and dealer network are located throughout the United States and Canada to fully serve Sourcewell participating entities. Warranties cover all products, parts, and labor with extended warranty and service contracts available. Alamo Group is providing competitive discount pricing.

ASH North America, Inc., dba Aebi Schmidt North America provides a full line of airport runway snow and ice equipment and related supplies and services. Their product line consists of plows, blowers, brushes, sweepers, anti-icing, and deicing equipment, parts, and service for their entire line of products. Aebi Schmidt North America will provide sales and service to all Sourcewell participating entities in the United States and Canada. Their pricing represents significant discounts off published list pricing, with the discount percentage varying by products and category.

Fortbrand is offering a full line of airfield runway snow removal equipment. Their product line includes Vammas large capacity snow blowers, blowers, brushes and sweepers and deicing equipment. Fortbrand has a strong sales and service force to serve Sourcewell participating entities throughout the United States and Canada. They offer in-house financing options and a sizable discount off list price.

J.A. Larue is a manufacturer that provides industrial airport runway snow removal equipment such as loader-mounted and self-propelled snow blowers, brooms, and plows. Their extensive dealer network will provide sales and service to all Sourcewell participating entities located in the United States and Canada. They are offering a solid percentage discount from standard list pricing, with increasing discounts based on unit order quantities.

MultiHog Ltd manufactures a range of multipurpose tractors and sweepers that can run an array of attachments for runway maintenance including snow removal, rubber removal, line removal, salt spreading, deicing, trash pickup and mowing in the United States and Canada. Installation, set up and training, initial inspection is included at no additional charge. They are offering a stated percentage discount from list prices

Oshkosh Corporation dba Oshkosh Defense, LLC is offering their heavy duty and rugged line of airport snow removal equipment which includes plows, blowers, brooms, and anti-icing equipment. Their sales, service and support networks cover the entire United States and Canada. Oshkosh offers a standard warranty that covers all components, parts, and labor with extended warranties available. They offer competitive pricing with a discount.

SB Manufacturing dba Superior Broom is a manufacturer of airport runway brooms and sweeping machines. They have a robust dealer network and service force located throughout North America. Superior Broom offers a warranty that covers all products, non-wear parts, and labor. They are providing Sourcewell participating entities a significant discount off list price.

Team Eagle Ltd. provides turn-key runway maintenance and emergency equipment, including situational awareness and safety systems. Their sales team and dealer network will provide sales and service to all Sourcwell participating entities in the United States and Canada. Team Eagle Ltd. offers extended warranty options beyond their standard warranty to meet participating entities needs. They are offering a solid discount off their typical MSRP unit pricing.

TYMCO, Inc. is a manufacturer of airport runway sweepers that utilize the Regenerative Air System to clean airport runways, ramps, aprons, and taxiways. All sweeper models improve public safety by removing FOD (Foreign Object Debris) from airport runways. TYMCO can provide sales and service throughout the United States and Canada. Municipal lease purchase services available and Sourcwell participating entities receive a solid discount off base unit and options.

Waterblasting, LLC dba Hog Technologies offers a water blasting system to clean the rubber from airport runways, remove pavement markings and striping, and perform surface prep. They provide sales and service to all the United States and Canada. Hog Technologies warranties their components, parts, and labor. Service Contracts, parts, upgrades, and refurbishing are available for the life of the equipment. They offer Sourcwell participating entities a competitive discount off standard pricing.

Wille North America Inc. is a manufacturer of multi-function utility vehicles and attachments with four-season versatility. Their sales and service teams stand at the ready to serve Sourcwell participating entities in the United States and Canada. Willie’s warranty will cover all products, equipment, parts, and labor. Discounts off MSRP will be offered.

For these reasons, the Sourcwell Proposal Evaluation Committee recommends award of Sourcwell Contract #111522 to:

Airport Technologies Inc.	#111522-APT
Alamo Group	#111522-AGI
ASH North America, Inc., dba Aebi Schmidt North America	#111522-AEB
Fortbrand	#111522-FTB
J.A. Larue	#111522-JAL
MultiHog Ltd	#111522-MUL
Oshkosh Corporation dba Oshkosh Defense, LLC	#111522-OKC
SB Manufacturing dba Superior Broom	#111522-SBM
Team Eagle Ltd.	#111522-TEA
TYMCO, Inc.	#111522-TYM
Waterblasting, LLC dba Hog Technologies	#111522-WTB
Wille North America Inc.	#111522-WLE

The preceding recommendations were approved on February 2, 2023.

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

Sourcewell

Page 5 of 6

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Carol Jackson

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Carol Jackson, Procurement Analyst

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Beverly Hoemberg

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Beverly Hoemberg, Procurement Analyst

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Craig West

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Craig West, Procurement Analyst

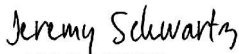
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #111522 for Airport Runway Equipment with Related Supplies and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

8/16/2022

Resolution No. 2022_23

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel
and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

8/16/2022

Resolution No. 2022_24

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel

and the following voted in favor: (list names here)
Zylka, Veronen, Nagel, Thiel, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

2/21/2023

Resolution No. 2023_04

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - February 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Fleet Electrification Management Services		
	Individual Coverage Health Reimbursement Account Programs (HRA) and Related Services		
	Requesting Board permission to Re-Solicit the following categories:		
	Group Employee Benefits and Related Services		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	ADB Safegate Americas	110122-ADB	"Airport Runway Materials with Related Supplies and Services"
	Axtell's, Inc.	110122-AXL	"Airport Runway Materials with Related Supplies and Services"
	Hi-Lite Airfield Services	110122-HLA	"Airport Runway Materials with Related Supplies and Services"
	Nachurs Alpine Solutions	110122-NCH	"Airport Runway Materials with Related Supplies and Services"
	Sherwin Industries	110122-SWN	"Airport Runway Materials with Related Supplies and Services"
	Mansfield Oil Company of Gainesville	121522-MNF	"Fuel Delivery with Related Services"
	Saratoga Rack Marketing	121522-SRT	"Fuel Delivery with Related Services"
	TACenergy	121522-TAC	"Fuel Delivery with Related Services"
	Airport Technologies	111522-APT	"Airport Runway Equipment with Related Supplies and Services"
	Alamo Group	111522-AGI	"Airport Runway Equipment with Related Supplies and Services"
	ASH North America/Aebi Schmidt North America	111522-AEB	"Airport Runway Equipment with Related Supplies and Services"
	Fortbrand Services	111522-FTB	"Airport Runway Equipment with Related Supplies and Services"
	J.A. Larue	111522-JAL	"Airport Runway Equipment with Related Supplies and Services"
	Multihog Ltd.	111522-MUL	"Airport Runway Equipment with Related Supplies and Services"
	Oshkosh Corp. dba Oshkosh Defense	111522-OKC	"Airport Runway Equipment with Related Supplies and Services"
	SB Manufacturing	111522-SBM	"Airport Runway Equipment with Related Supplies and Services"
	Team Eagle	111522-TEA	"Airport Runway Equipment with Related Supplies and Services"
	TYMCO Inc.	111522-TYM	"Airport Runway Equipment with Related Supplies and Services"
	Waterblasting, LLC	111522-WTB	"Airport Runway Equipment with Related Supplies and Services"
	Wille North America	111522-WLE	"Airport Runway Equipment with Related Supplies and Services"
	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	Mitel Business Systems	022719-MBS	"Unified Communications, Contact Center and Related Services, Equipment and Applications"
	Clark Equipment Company dba Bobcat Company	040319-CEC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	NEW IDIQ CONTRACTS		
	Damsel Services, Inc.	IL-R1-APC-122122-DSI	Illinois - Region 1 - Asphalt Paving/Concrete
	GWO Crew, LLC	IL-R1-APC-122122-GCJ	Illinois - Region 1 - Asphalt Paving/Concrete
	Damsel Services, Inc.	IL-R1-E-122122-DSI	Illinois - Region 1 Electrical
	Engineered Services, Inc.	IL-R1-E-122122-ESI	Illinois - Region 1 Electrical
	SMB Contracting, Inc.	IL-R1-E-122122-SMB	Illinois - Region 1 Electrical
	AGAE Contractors, Inc.	IL-R1-GC-122122-AGA	Illinois - Region 1 General Construction
	BEAR Construction Company	IL-R1-GC-122122-BEA	Illinois - Region 1 General Construction
	Damsel Services, Inc.	IL-R1-GC-122122-DSI	Illinois - Region 1 General Construction
	Leopardo Companies, Inc.	IL-R1-GC-122122-LEO	Illinois - Region 1 General Construction
	Pacific Construction Services, LLC	IL-R1-GC-122122-PCS	Illinois - Region 1 General Construction
	Robe, Inc.	IL-R1-GC-122122-ROB	Illinois - Region 1 General Construction
	SMB Contracting, Inc.	IL-R1-GC-122122-SMB	Illinois - Region 1 General Construction
	Toro Construction Corp.	IL-R1-GC-122122-TCC	Illinois - Region 1 General Construction
	BCC/HPH Joint Venture	IL-R1-HVAC-122122-BHJ	Illinois - Region 1 - Mechanical/HVAC
	Damsel Services, Inc.	IL-R1-HVAC-122122-DSI	Illinois - Region 1 - Mechanical/HVAC
	SMB Contracting, Inc.	IL-R1-HVAC-122122-SMB	Illinois - Region 1 - Mechanical/HVAC
	BCC/HPH Joint Venture	IL-R1-PLUM-122122-BHJ	Illinois - Region 1 Plumbing
	SMB Contracting, Inc.	IL-R1-PLUM-122122-SMB	Illinois - Region 1 Plumbing
	AGAE/A-1 Roofing Joint Venture, LLC	IL-R1-R-122122-A1R	Illinois - Region 1 Roofing
	Dardon Construction, Inc.	IL-R1-R-122122-DDO	Illinois - Region 1 Roofing
	SMB Contracting, Inc.	IL-R1-R-122122-SMB	Illinois - Region 1 Roofing

APPENDIX A Continued

Dardon Construction, Inc.	IL-R2-E-122122-DDO	Illinois - Region 2 Electrical
Damsel Services, Inc.	IL-R2-E-122122-DSI	Illinois - Region 2 Electrical
Montel Technologies, LLC	IL-R2-E-122122-MTL	Illinois - Region 2 Electrical
CORE Construction Services of Illinois, Inc.	IL-R2-GC-122122-CSI	Illinois - Region 2 General Construction
Damsel Services, Inc.	IL-R2-GC-122122-DSI	Illinois - Region 2 General Construction
F.H. Paschen	IL-R2-GC-122122-FHP	Illinois - Region 2 General Construction
Pacific Construction Services, LLC	IL-R2-GC-122122-PCS	Illinois - Region 2 General Construction
Robe, Inc.	IL-R2-GC-122122-ROB	Illinois - Region 2 General Construction
Dardon Construction, Inc.	IL-R2-HVAC-122122-DDO	Illinois - Region 2 - Mechanical/HVAC
Damsel Services, Inc.	IL-R2-HVAC-122122-DSI	Illinois - Region 2 - Mechanical/HVAC
Dardon Construction, Inc.	IL-R2-R-122122-DDO	Illinois - Region 2 Roofing
Sterling Commercial Roofing, Inc.	IL-R2-R-122122-STR	Illinois - Region 2 Roofing
Dardon Construction, Inc.	IL-R3-E-122122-DDO	Illinois - Region 3 Electrical
Damsel Services, Inc.	IL-R3-E-122122-DSI	Illinois - Region 3 Electrical
Montel Technologies, LLC	IL-R3-E-122122-MTL	Illinois - Region 3 Electrical
AGAE Contractors, Inc.	IL-R3-GC-122122-AGA	Illinois - Region 3 General Construction
Damsel Services, Inc.	IL-R3-GC-122122-DSI	Illinois - Region 3 General Construction
Pacific Construction Services, LLC	IL-R3-GC-122122-PCS	Illinois - Region 3 General Construction
Robe, Inc.	IL-R3-GC-122122-ROB	Illinois - Region 3 General Construction
Dardon Construction, Inc.	IL-R3-HVAC-122122-DDO	Illinois - Region 3 - Mechanical/HVAC
Damsel Services, Inc.	IL-R3-HVAC-122122-DSI	Illinois - Region 3 - Mechanical/HVAC
AGAE/A-1 Roofing Joint Venture, LLC	IL-R3-R-122122-A1R	Illinois - Region 3 Roofing
Dardon Construction, Inc.	IL-R3-R-122122-DDO	Illinois - Region 3 Roofing
Damsel Services, Inc.	IL-R4-E-122122-DSI	Illinois - Region 4 Electrical
Montel Technologies, LLC	IL-R4-E-122122-MTL	Illinois - Region 4 Electrical
CORE Construction Services of Illinois, Inc.	IL-R4-GC-122122-CSI	Illinois - Region 4 General Construction
Damsel Services, Inc.	IL-R4-GC-122122-DSI	Illinois - Region 4 General Construction
F.H. Paschen	IL-R4-GC-122122-FHP	Illinois - Region 4 General Construction
Pacific Construction Services, LLC	IL-R4-GC-122122-PCS	Illinois - Region 4 General Construction
R.L. Vollintine Construction, Inc.	IL-R4-GC-122122-RLV	Illinois - Region 4 General Construction
Damsel Services, Inc.	IL-R4-HVAC-122122-DSI	Illinois - Region 4 - Mechanical/HVAC
Damsel Services, Inc.	IL-R5-E-122122-DSI	Illinois - Region 5 Electrical
Montel Technologies, LLC	IL-R5-E-122122-MTL	Illinois - Region 5 Electrical
CORE Construction Services of Illinois, Inc.	IL-R5-GC-122122-CSI	Illinois - Region 5 General Construction
Damsel Services, Inc.	IL-R5-GC-122122-DSI	Illinois - Region 5 General Construction
F.H. Paschen	IL-R5-GC-122122-FHP	Illinois - Region 5 General Construction
Pacific Construction Services, LLC	IL-R5-GC-122122-PCS	Illinois - Region 5 General Construction
Damsel Services, Inc.	IL-R5-HVAC-122122-DSI	Illinois - Region 5 - Mechanical/HVAC
IDIQ Contract Extensions		
Company Name	Contract Number	
Amstar, Inc.	TX-PB-GC-121819-AMS	
Centennial Contractors Enterprises, Inc.	TX-CT-GC-121819-CCE	
RoofConnect Logistics, Inc.	TX-WT-R-121819-RCL	
Veliz Company, LLC	TX-WT-GC-121819-VCL	
Amstar, Inc.	TX-CT-GC-121819-AMS	
JAMCO Ventures, LLC	TX-CT-GC-121819-JAM	
JAMCO Ventures, LLC	TX-CT-RC-121819-JAM	
TMG Contracting, LLC	TX-CT-GC-121819-TCL	
Sullivan Contracting Services	TX-CT-GC-121819-SUL	
Amstar, Inc.	TX-WT-GC-121819-AMS	
CORE Construction Services of Texas, Inc.	TX-PB-GC-121819-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-CT-GC-121819-FHP	
JAMCO Ventures, LLC	TX-CT-W-121819-JAM	
CORE Construction Services of Texas, Inc.	TX-WT-GC-121819-CCT	
JAMCO Ventures, LLC	TX-CT-F-121819-JAM	
Platinum Roofing, Inc.	TX-CT-R-121819-PLR	
Veliz Company, LLC	TX-PB-GC-121819-VCL	
CORE Construction Services of Texas, Inc.	TX-CT-GC-121819-CCT	
Doyle Electric LLC.	TX-CT-GC-121819-DEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PB-GC-121819-FHP	
JAMCO Ventures, LLC	TX-CT-P-121819-JAM	
Tommy Klein Construction, Inc.	TX-PB-GC-121819-TKL	
JAMCO Ventures, LLC	TX-CT-APC-121819-JAM	
RoofConnect Logistics, Inc.	TX-CT-R-121819-RCL	
Veliz Company, LLC	TX-CT-GC-121819-VCL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-WT-GC-121819-FHP	

APPENDIX A Continued

Doyle Electric, LLC	TX-CT-E-121819-DEL	
ABM Industries, Inc.	CA-R9-HVAC01-123021-ABM	
Angeles Contractor, Inc.	CA-R8-P03-123021-ACI	
Angeles Contractor, Inc.	CA-R8-RW01-123021-ACI	
Good-Men Roofing & Construction, Inc.	CA-R8-RW03-123021-GMR	
Good-Men Roofing & Construction, Inc.	CA-R9-RW01-123021-GMR	
Harry H. Joh Construction, Inc.	CA-R9-GB03-123021-HJC	
ACCO Engineered Systems, Inc.	CA-R8-PLUM01-123021-AES	
ACCO Engineered Systems, Inc.	CA-R8-SS01-123021-AES	
Vincor Construction, Inc.	CA-R8-GB05-123021-VCI	
ABM Industries, Inc.	CA-R6-E01-123021-ABM	
Angeles Contractor, Inc.	CA-R6-PAV01-123021-ACI	
GeoStabilization International, LLC	CA-R9-GS01-123021-GSI	
Harry H. Joh Construction, Inc.	CA-R8-HVAC04-123021-HJC	
North Star Construction & Engineering, Inc.	CA-R3-GB02-123021-NSC	
Oscalibur Plumbing, Inc.	CA-R8-PLUM02-123021-OPI	
Pacific Lighting Mgmt., Inc.	CA-R9-E02-123021-PLM	
PUB Construction, Inc.	CA-R9-GB02-123021-PUB	
Bitech Construction Co., Inc.	CA-R8-PAV04-123021-BIT	
California Coast Carpet & Flooring	CA-R8-F02-123021-CCF	
Exbon Development, Inc.	CA-R8-E04-123021-EXB	
T&S West	CA-R3-E01-123021-TSW	
Vincor Construction, Inc.	CA-R9-GB05-123021-VCI	
ACCO Engineered Systems, Inc.	CA-R8-HVAC02-123021-AES	
ACCO Engineered Systems, Inc.	CA-R9-PLUM01-123021-AES	
All Source Coatings, Inc.	CA-R9-GB08-123021-ASC	
Harry H. Joh Construction, Inc.	CA-R8-P02-123021-HJC	
Staples Construction Company	CA-R1-GB01-123021-STA	
T&S West	CA-R3-PAV01-123021-TSW	
Horizons Construction Co. Int'l, Inc.	CA-R8-PAV01-123021-HCC	
Mesa Energy Systems	CA-R7-HVAC02-123021-ES	
J & H Engineering General Contracts, Inc.	CA-R7-PAV02-123021-JHE	
Mackone Development, Inc.	CA-R8-GB07-123021-MDI	
Newton Construction & Management, Inc.	CA-R7-GB01-123021-NCM	
Horizons Construction Co. Int'l, Inc.	CA-R8-GB01-123021-HCC	
Horizons Construction Co. Int'l, Inc.	CA-R9-GB01-123021-HCC	
Newton Construction & Management, Inc.	CA-R6-GB01-123021-NCM	
Newton Construction & Management, Inc.	CA-R7-E01-123021-NCM	
ABM Industries, Inc.	CA-R8-HVAC01-123021-ABM	
ACCO Engineered Systems, Inc.	CA-R7-HVAC01-123021-AES	
Angeles Contractor, Inc.	CA-R6-GB02-123021-ACI	
Angeles Contractor, Inc.	CA-R8-GB06-123021-ACI	
Exbon Development, Inc.	CA-R8-RW02-123021-EXB	
Harry H. Joh Construction, Inc.	CA-R9-HVAC03-123021-HJC	
Horizons Construction Co. Int'l, Inc.	CA-R9-PAV01-123021-HCC	
Good-Men Roofing & Construction, Inc.	CA-R8-GB08-123021-GMR	
MDJ Management, LLC	CA-R7-GB06-123021-MDJ	
Mesa Energy Systems	CA-R9-HVAC04-123021-ES	
Pacific Building Group	CA-R9-GB04-123021-PBG	
Pacific Lighting Mgmt., Inc.	CA-R8-E03-123021-PLM	
T&S West	CA-R5-GB01-123021-TSW	
T&S West	CA-R5-E01-123021-TSW	
T&S West	CA-R5-PAV01-123021-TSW	
Exbon Development, Inc.	CA-R8-HVAC03-123021-EXB	
Good-Men Roofing & Construction, Inc.	CA-R9-GB06-123021-GMR	
Mesa Energy Systems	CA-R1-HVAC01-123021-ES	
Mesa Energy Systems	CA-R5-HVAC01-123021-ES	
PUB Construction, Inc.	CA-R8-GB03-123021-PUB	
PUB Construction, Inc.	CA-R8-F01-123021-PUB	
ABM Industries, Inc.	CA-R3-HVAC01-123021-ABM	
Mackone Development, Inc.	CA-R8-PAV03-123021-MDI	
Mark Scott Construction	CA-R4-GB01-123021-MSC	
Mark Scott Construction	CA-R5-GB04-123021-MSC	
MDJ Management, LLC	CA-R8-GB13-123021-MDJ	
ABM Industries, Inc.	CA-R3-E02-123021-ABM	
North Star Construction & Engineering, Inc.	CA-R3-PAV02-123021-NSC	

APPENDIX A Continued

North Star Construction & Engineering, Inc.	CA-R3-GS01-123021-NSC	
Horizons Construction Co. Int'l, Inc.	CA-R7-PAV01-123021-HCC	
Newton Construction & Management, Inc.	CA-R5-GB02-123021-NCM	
Mackone Development, Inc.	CA-R8-P04-123021-MDI	
ACCO Engineered Systems, Inc.	CA-R2-HVAC01-123021-AES	
ACCO Engineered Systems, Inc.	CA-R3-HVAC02-123021-AES	
ACCO Engineered Systems, Inc.	CA-R6-HVAC02-123021-AES	
Facility Solutions Group	CA-R8-E02-123021-FSG	
PUB Construction, Inc.	CA-R8-P01-123021-PUB	
ABM Industries, Inc.	CA-R4-HVAC01-123021-ABM	
ABM Industries, Inc.	CA-R5-HVAC02-123021-ABM	
ABM Industries, Inc.	CA-R6-HVAC01-123021-ABM	
ABM Industries, Inc.	CA-R8-E01-123021-ABM	
ABM Industries, Inc.	CA-R9-E01-123021-ABM	
ACCO Engineered Systems, Inc.	CA-R9-HVAC02-123021-AES	
Angeles Contractor, Inc.	CA-R8-F03-123021-ACI	
Durham Construction Company, Inc.	CA-R5-GB03-123021-DCC	
Exbon Development, Inc.	CA-R8-GB02-123021-EXB	
Angeles Contractor, Inc.	CA-R8-PAV02-123021-ACI	
Harry H. Joh Construction, Inc.	CA-R8-GB04-123021-HJC	
CORE Construction Services of Texas, Inc.	TX-RGV-GC-021920-CCT	
Lee Construction and Maintenance Company	TX-GC-GC-021920-LCM	
Lee Construction and Maintenance Company	TX-GC-EC-021920-LCM	
Lee Construction and Maintenance Company	TX-GC-F-021920-LCM	
CORE Construction Services of Texas, Inc.	TX-GC-GC-021920-CCT	
RoofConnect Logistics, Inc.	TX-GC-RC-021920-RCI	
Dunhill Development and Construction	TX-GC-GC-021920-DUN	
Lee Construction and Maintenance Company	TX-GC-P-021920-LCM	
Alpha Building Corporation	TX-GC-GC-021920-ABC	
RoofConnect Logistics, Inc.	TX-GC-W-021920-RCI	
AR Energy Services, LLC	TX-GC-GC-021920-ARE	
Centennial Contractors Enterprises, Inc.	TX-GC-GC-021920-CCE	
Amstar, Inc.	TX-GC-GC-021920-AMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-GC-GC-021920-FHP	
TSG Industries	TX-GC-F-021920-TSG	
Amstar, Inc.	TX-RGV-GC-021920-AMS	
TSG Industries	TX-GC-GC-021920-TSG	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-RGV-GC-021920-FHP	
Centennial Contractors Enterprises, Inc.	TX-RGV-GC-021920-CCE	

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6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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