

# Solicitation Number: RFP #111522

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Airport Technologies Inc., 110 Anson Street, Southport, Manitoba, Canada ROH 1N1 (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.

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

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

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

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

## 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned 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:

 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
 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.

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.
 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:

 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 Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal 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

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

Sourcewell

Airport Technologies Inc.

-DocuSigned by: Jeremy Schwartz — COFD2A139D06489... By:

Jeremy Schwartz Title: Chief Procurement Officer 2/2/2023 | 1:24 PM CST Date:

DocuSigned by: Brendon Smith 

By: <u>— 8A337C572E8F4AF...</u> Brendon Smith Title: President

2/3/2023 | 2:01 PM PST Date:

Approved:

-DocuSigned by: Chad Coavette By:

Chad Coauette Title: Executive Director/CEO 2/3/2023 | 4:33 PM CST

Date: \_\_\_\_\_

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

## **Vendor Details**

Company Name:	Airport Technologies Inc.
	110 Anson Street
Address:	Southport, Manitoba R0H1N1
Contact:	Brendon Smith
Email:	brendon@atifirst.com
Phone:	204-428-5588
Fax:	204-428-5599
HST#:	

#### **Submission Details**

Created On:	Tuesday October 18, 2022 16:46:31
Submitted On:	Sunday November 13, 2022 17:26:19
Submitted By:	Brendon Smith
Email:	brendon@atifirst.com
Transaction #:	2b98c373-0b3d-4b50-b425-8028e4d92bf6
Submitter's IP Address:	207.161.16.111

#### 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")	Airport Technologies Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Boschung	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Airport Technologies ATI Boschung Boschung America	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L6482	*
5	Proposer Physical Address:	110 Anson Street Southport Manitoba Canada R0H 1N1	*
6	Proposer website address (or addresses):	www.atifirst.com (Currently in re-design, expected to launch prior to the end of 2022)	*
	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):	Brendon Smith President 110 Anson Street, Southport, Manitoba, R0H 1N1 brendon@atifirst.com (204) 428-5588	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brendon Smith President 110 Anson Street, Southport, Manitoba, R0H 1N1 brendon@atifirst.com (204) 428-5588	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lindsey Goderis Office Manager 110 Anson Street, Southport, Manitoba, R0H 1N1 goderis@atifirst.com (204) 428-5588	
		Garry Wright Owner/Controller 110 Anson Street, Southport, Manitoba, R0H 1N1 wright@atifirst.com (204) 428-5588	
		Barry Smith Owner 110 Anson Street, Southport, Manitoba, R0H 1N1 sales@atifirst.com (204) 428-5588	

#### Table 2: Company Information and Financial Strength

Line Item Question

Response \*

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.	Airport Technologies Inc. was incorporated in the Province of Manitoba on August 28, 2000. We are in our 22nd year of operation and are a wholly owned Canadian Company. The Company shareholders and founders are Barry Smith and Garry Wright. The Company was originally formed to refurbish airport specialized equipment such as Self-Propelled Snow Blowers and High-Speed Runway Sweepers. The business has since transformed into an Original Equipment Manufacturer, and for more than a decade, has been producing industry leading High-speed Airport Runway Equipment;
		including The Snow Mauler PV-400, two models of Purpose Built High Capacity Airport Snow Blowers (the Snow Wolf SB-520 and SB-1050), and the Snow Lynx RS-300 Runway Sweeper.
		To date we have provided equipment to over 60 airports in Canada and the United States. We have a strong history of repeat orders from our customers which are a direct result of our commitment to providing both an excellent product and superior customer support.
		In addition to its own manufactured product line, ATI is the exclusive Canadian Dealer for Boschung Airport Equipment. For the purpose of this RFP, we will be proposing our 4 product lines, along with 3 of the products Boschung produces.
		**Boschung Company History - Please See: Additional Information Attachment, page 1-82)**
11	What are your company's expectations in the event of an award?	If awarded a contract, we view this as an opportunity to significantly increase ATI's market share in the the USA and Canada.
		We know that we build quality equipment that competes with any of our competitors in the market. Further, we don't apologize for being a smaller company than most of our competitors, because we use it to our advantage. Our record of after sales service and support is second to none - and we know that if we can expand our footprint in the United States, we will see substantial growth in our organization. When someone purchases from us, they enter into a partnership unlike anything they will experience with other equipment manufacturers - and they buy again and again. We see this contract as a way to gain further acceptance into the market and breakdown some of the barriers we face with procurement processes in the United States.
		In Canada, we view this as an efficient way to bring our newly expanded product line to our extremely strong customer base. We have a lot of room for growth in Canada as well, and this would be another vehicle for us to continue to provide industry leading equipment across the country.

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.	Airport Technologies Inc. was incorporated in 2000, and began operations in 2001. ATI is a Canadian Controlled Private Corporation (CCPC), and the principals are active in the operation of the company. ATI is very stable financially and enjoys an excellent relationship with its lender. One of our principals (Mr. Garry Wright) is a professional accountant (CPA, CMA), making ongoing monitoring of performance and professional communications with lenders and suppliers easy. ATI has been profitable virtually every year since beginning operations in 2001. As a closely held corporation, and in part due to our relative small size when compared to many of our competitors, we never put our financial statements in the public domain where our financial size might be used against us. Having said that, we do not see the size of our company as a detriment, rather as a competitive advantage when dealing with our customers. Our customers find dealing directly with the manufacturer to be a faster path to solving any problems they might encounter. We have an extremely high rate of reorder from our airport customers; further testament that we "get it right" in the field. As a constantly busy manufacturer, ATI is financed in the traditional ways: • we enjoy a significant line of credit from our bank that supports manufacturing operations (see attached letter from our lender), • some modest amounts of capital financing (also from our bank), • owner investment of retained earnings back into the company to assist in financing growth, and • good credit terms from our major suppliers. For example, our engines and transmissions are net 60 versus a more common net 30. All minor suppliers are at least net 30 or longer. • There are no "high interest" or "venture capital" lenders or investors involved in the ownership or financing of ATI. ATI's financial capabilities to grow are solid. Past performance, confidence in ATI management, and regular performance reporting has fostered a relationship with our lender tha
13	What is your US market share for the solutions that you are proposing?	ATI is a manufacturer and dealer of a very specialized product line of Runway Maintenance Equipment - specifically for the purpose of clearing snow and ice. As such, it is difficult to calculate market share, as we service only a subset of the product categories that will qualify for this RFP. However, for the purpose of Airport Runway Snow Removal Equipment, we would estimate that we own less than a 10% Market Share in the USA.
14	What is your Canadian market share for the solutions that you are proposing?	ATI is a manufacturer and dealer of a very specialized product line of Runway Maintenance Equipment - specifically for the purpose of clearing snow and ice. As such, it is difficult to calculate market share, as we service only a subset of the product categories that will qualify for this RFP. However, for the purpose of Airport Runway Snow Removal Equipment, we would estimate that we enjoy a Market Share in Canada of 35-50%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No *
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company 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? If applicable, provide a detailed explanation	For the purpose of this RFP: ATI is an Original Equipment Manufacturer of 4 products, and an authorized dealer of 3 Boschung Airport Runway products. All of our products are sold factory direct - and service and training for the equipment is provided by ATI personnel.
17	outlining the licenses and certifications that	equipment to - and manufacturing standards vary between Canada, where ATI

-		
	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	equipment is produced, and Hungary, where Boschung Equipment is produced. We adhere to all requirements, licenses, government codes, and regulations wherever applicable.
	RFP.	A specific area to highlight is Quality Control measures. Boschung is ISO 9001 Certified (Please See: Additional Information Attachment, page 82-85) ATI has developed and adheres strictly to a Quality Control Program that mirrors ISO 9001 principles, in order to be capable of pursuing the business contemplated by this RFP:
		<ol> <li>Design Control, including component selection</li> <li>Documentation / Change Control</li> <li>Purchasing &amp; Receiving Inspection including Subcontractors</li> <li>Process Control</li> <li>Product Inspection &amp; Testing</li> <li>Non-Conforming Product</li> <li>Employee Certification</li> <li>Employee Training</li> <li>Records, including Measuring Equipment</li> <li>Management Review</li> <li>These areas are described in more detail below.</li> </ol>
		All Airport Technologies work falls under the guideline of our quality system, which embodies the design & manufacturing philosophy that we have built the company on:
		• Build using only high-quality parts and components from industry leading
		<ul> <li>suppliers.</li> <li>Build using components that are readily available "off-the-shelf" wherever possible. This is an important key to cost control of the product so that our customer gets maximum value, and also for the serviceability of the equipment after sales.</li> <li>Build components for severe duty.</li> </ul>
		<ul> <li>Build using the best fasteners.</li> <li>Build to the industry standards; SAE Ground Vehicle Standards, Original Manufacturer's Engineering Approvals, Machinery's Handbook tolerances, etc.</li> </ul>
		Design Control / Documentation Control: All Design activities are strictly controlled to ensure that the design output information complies with customer/ contract requirements, and all design input data. Design activities are planned and executed by specialists and are subject to regular management review and verification by the Manager Design & Engineering, and where relevant, agreement with the Customer.
		Component selection is based on industry leading product, and ATI design personnel work with the engineering departments of these companies to develop the best marriage of components possible.
		The Design is solid-modeled & documented in AutoDesk Inventor 3D. Application approvals are worked through with appropriate Company personnel, supplier technical and engineering support, engineering consultants where required, and customer technical staff.
		All changes to the design criteria (input or output) are subject to strict review and documentation control procedures. Design plans are maintained by the Manager Design & Engineering and numerically controlled to ensure that the "as-built" drawing is correct for the product as delivered. Electronic files are regularly purged and renamed to ensure adequate control. Each contract has a file that contains all relevant information. Information is also held on the company's computer system for ease of access and manipulation. An electronic Bill of Materials is maintained for each serial number.
		<ul> <li>Purchasing &amp; Receiving, Subcontracts:</li> <li>Suppliers of products, materials and services, where unspecified by a customer contract, are selected on their ability to meet the company's requirements given due consideration to the quality, statutory obligations, timelines and cost. A list of Approved Suppliers and Sub-contractors is maintained which is compiled on the following criteria:</li> <li>Previous performance in supplying to similar specifications and requirements.</li> <li>Stocking of high volume standard items conforming to a relevant standards</li> </ul>
		<ul> <li>Recommendation by other similar purchasers or manufacturers of equipment.</li> <li>A trial order and evaluation of performance.</li> </ul>
		All supplies and sub-contracts are subject to an authorized Purchase Order providing full clarification of the type and extent of supply. Subcontractors are given Purchase Orders complete with the specification and tolerances required.

Receiving of goods and Subcontracted product is done for each shipment received. Product is checked for correct part, correct quantity, and correct price. Subcontracted work is verified to conform with the specification ordered on the Purchase Order and the specifications / tolerances listed on the drawing (where applicable). Examples of checks: Component assembly accuracy (i.e. engine assemblies) Correct grade of material (i.e. precision ground steel shaft) Correct dimensions and bolt patterns (i.e. ID and OD of tubing, machined items) Correct packaging (safeguarding against contamination) Proper condition of product (i.e. no surface rust on steel product) All goods received are documented on receiving slips and, in the event of nonconformance; the items are placed in a reject area or labeled to ensure identification. Goods passing the receiving inspection are moved into the production staging area. When a new supplier is proposed, they are analyzed by capability and subject to acceptance on the authority of a Director. Process Control: All production work is planned and undertaken in accordance with the company's procedures, and any specific documents agreed for individual contracts (e.g. contract specifications). Process is managed and controlled at several levels. Management and key personnel meet every week to review Production schedules, which form the foundation for production process control. Progress against the schedule is reviewed to identify any critical path problems early enough to allow for corrective action to ensure a promised delivery date. At each meeting where schedule is reviewed, caution areas are identified and contingency plans prepared to put into action should the item continue to be delayed. Purchasing Level control is maintained by following a Lead-Time Bill of Materials for the project. When a production order is received, purchase orders are generated for all parts and material based on production schedule start date (allowing for longer lead time items). For example, if the purchase of a Snow Mauler is required with a November 1 delivery date, the Bill of Materials is ordered with a delivery consistent with the scheduled assembly start. We maintain inventory of weld assemblies, and re-order for inventory with each Snow Mauler order. Assembly process control is maintained through the use of our work order system, and an assembly line approach. The work orders describe the assembly process and use the isometric exploded view with the parts list and the approved assembly instructions i.e. torque, sealant, parts, lubricants, etc. In addition, we use the same technicians doing the same processes for consistency and time. Weld processes are maintained by the CWB 47.1 weld procedures and 3D weld drawing detail. Welders are tested and re-certified regularly under this standard. Non-Conforming Product: Once non-conforming items have been identified, they are identified by location, associated documents, or specific markings to prevent their inadvertent use. All nonconforming items, customer complaints, and warranty claims are subject to review and rectification. The type and extent of non-conformity is documented in order to establish trends and identify possible areas for improvement. The corrective action required to prevent recurrence is evaluated, documented, and its effective implementation is monitored. All rectification is subsequently re-inspected to ensure complete customer satisfaction. All employees are encouraged to suggest improvements in methods, materials, suppliers, and sub-contractors. Employee Certification / Employee Training: The policy of the company is to ensure that all personnel are trained and experienced to the extent necessary to undertake their assigned activities and responsibilities effectively. This is accomplished through recruitment of fully certified employees, putting employees through the levels of education required for their certification, contract employment, courses, seminars, and on-the-job training. Areas covered are journeyman mechanics, journeyman welders, CWB certifications, mechanical drafting, engineering, purchasing, and safety training. Generally, ATI recruits employees capable of meeting the technical, skill, experience and educational requirements of the company's activities. All staff and senior employees are responsible for recommending the training needs of others, and for ensuring that all employees allocated specific tasks are suitably qualified and experienced to execute those tasks. Once training needs are identified

these are provided under the responsibility of the Directors.

		1
	Full records are maintained of all training undertaken by employees.	
	Record Keeping: Pertinent records are kept for all ATI equipment projects. These include: For each serial number: • Bill of Materials • Hydraulic Diagrams • Electrical Diagrams • 2D & 3D CAD Drawings • Major Component Serial Numbers • Fabrication Work Orders • Assembly Work Orders • Test & Final Inspection Work Orders For each contract: • Contract Documents • Amendments and Correspondence • Bid Documents • Order Confirmations • Sales Documents / Invoices For each supplier / vendor: • Vendor File, Contracts & Invoices For calibrated equipment: • Calibration Records For each employee • Employment agreement • Time Record Documents • Training	
	<ul> <li>Training</li> <li>Storage facilities are allocated which ensure that all stored records are identifiable and retrievable, and the storage areas are free from damp and other agents that could cause premature deterioration.</li> <li>Where records are maintained on computer magnetic media, and these are subject</li> </ul>	
	to "back-up" at regular intervals, with the "back-up" information being stored in an off- site location to ensure security from loss/ damage of active data. Management Review: Management review of the suitability and effectiveness of the Quality System takes place on an ongoing basis. During the management meetings, action items are assigned and recorded to track the development of the Company's management	
	<ul> <li>system.</li> <li>The objectives of Management Review are: <ul> <li>To establish that the Quality (Management) System is achieving the expected results and meeting the Company's requirements, continuing to conform to the Standard, continuing to satisfy the customer's needs and expectations, and functioning in accordance with the established Operating Procedures.</li> <li>To expose irregularities or defects in the System, identify weaknesses and evaluate possible improvements.</li> <li>To review the effectiveness of previous corrective actions, and to review the adequacy and suitability of the management system for current and future operations of the Company.</li> <li>To review any complaints received, identify the cause and recommend corrective action if required.</li> <li>To review the finding of internal / external audits and identify any areas of recurring problems or potential improvements.</li> </ul> </li> </ul>	
	<ul> <li>To review the reports of non-conforming items and trend information to identify possible improvements.</li> <li>Non-conformance observed is brought to the attention of the person responsible, and is recorded, documented and subject to timely corrective action to ensure full rectification.</li> </ul>	
Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
		_

#### 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	ATI - in 2020 we were awarded an honorary medal by the Allegheny County Airport Authority in recognition of them capturing the Balchen/Post Award, at the Buffalo Snow Symposium. This is a highly coveted distinction by airports in the USA that rely heavily on their winter operations team. Our high capacity Snow Blower, the Snow Wolf SB-1050, was said to be a critical factor in them receiving the award.	*
20	What percentage of your sales are to the governmental sector in the past three years	64% of our sales in the past 3 years were government sales.	*
21	What percentage of your sales are to the education sector in the past three years	In ATI's history, it is not believed that we have provided any Runway Equipment to the Education Sector. Our customer base is made up of both public and private airports, aerodromes, and military facilities.	*
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?	We were awarded a contract with CO-STARS (a Pennsylvania based cooperative purchasing program) but have not sold anything on this contract to date.	*
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?	Over the past 22 years, the Canadian Military has grown their runway clearing fleet to feature almost all ATI equipment. Since 2015, we have held a Repair and Overhaul Contract with them to help keep their fleet up and running. How it functions is, when a component is in need of repair, it is shipped directly to ATI, and a replacement is pulled from their central depot. ATI then repairs the failed component and ships it to the depot to replace the pulled item. Sales under this contract are as follows: FY 2020 = \$86,445 FY 2021 = \$136,581 FY 2022 = \$99,506	*

#### 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 *	
Allegheny County Airport Authority	Jim Moorhead	(412) 498-5264	*
City of Chicago - O'Hare Field	Mike Landers	(312) 447-1615	*
Canadian Department of National Defense	William Divins	(613) 277-8287	*

#### 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 *	
Department of National Defence	Government	ON - Ontario	Supply of Airport Runway Snow Removal Equipment	55 Units	\$22,813,194.00	*
Edmonton Regional Airports Authority	Non-Profit	AB - Alberta	Supply of Airport Runway Snow Removal Equipment	8 Units	\$7,380,940.00	*
Government of NWT	Government	NT - Northwest Territories	Supply of Airport Runway Snow Removal Equipment	4 Units	\$1,424,428.00	*
Halifax Stanfield International Airport	Non-Profit	NS - Nova Scotia	Supply of Airport Runway Snow Removal Equipment	2 units	\$1,197,813.00	*
Northwest Regional Airport Terrace Kittimat	Non-Profit	BC - British Columbia	Supply of Airport Runway Snow Removal Equipment	1 Unit	\$1,191,216.00	*

## Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Brendon Smith: Brendon is the President at ATI, and is in charge also of all sales made by ATI.
		Terry Dwyer: is employed by Boschung and is a sales representative for them in both Canada and the USA. He is tasked with selling Boschung airport and municipal equipment, but ATI's interaction with Mr. Dwyer is limited to sales of Boschung Runway Equipment within Canada.
27	Dealer network or other distribution methods.	All of our products are sold factory direct.
28	Service force.	ATI has 3 full time service technicians who also work in the production facility. They can be deployed at short notice and are also made available to customers remotely during the winter ops season.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Being that ATI is new to this process, and has not held a Sourcewell contract previously, we are unclear on precisely how the ordering process works with a Participating Enitity.
		However, typically this is the process for obtaining an order for one of our pieces of equipment:
		<ol> <li>RFP Issued by Potential Customer</li> <li>ATI responds to RFP with bid price for equipment built to specifications contained in the RFP</li> <li>Bids are evaluated</li> </ol>
		4. If successful, ATI receives a signed contract and/or a PO and the unit is entered into our system and production begins
		OR - if the contract is a sole source:
		We simply discuss with the customer how they want the machine built, and the order is formalized with a PO.
		We presume that if awarded a Sourcewell contract, Participating Entities will be able to view our 7 products, along with the optional items for each, and submit a PO according to the information published on the Sourcewell System. If a Participating Entity requires further information we would obviously be happy to provide whatever is required. Particularly when dealing with the Snow Mauler and Jetbroom 10000, there is a long list of optional items, and there are many ways to configure the units - so we would envision a process where we can zero in on certain elements, with a Participating Entity, to help develop a solution tailored to each customers needs.
		But again, we are new to this process, so we intend to follow whatever direction we receive if we are successful with our submission.
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	Being that ATI specializes in Runway Snow Removal Equipment, we understand the critical nature of our our products during the winter operations season. As we stated earlier, our company founders came from the world of Airfield Maintenance, so as the company has matured, it has done so while maintaining a culture and processes that ensure we are available to our customers 24/7 during the winter season.
	service goals or promises.	These processes are not complex - ATI does not employ a call center, instead our customers will always speak to someone directly on the phone when they need to. All ATI production, engineering, and office administration personnel work out of the same facility. So if a customer calls ATI, they will speak with someone that can respond to a service and/or parts request. If the call is outside office hours, the phone system will connect the customer to the cell phone of the appropriate department head, and the system will automatically ring through to the President's cell phone if the customer does not reach the individual they are looking for. We view this as a key differentiation between how we approach service relative to our competitors. Our customers deal with us because they know that during a snow event, we can always be reached to provide support for an equipment failure - this is not to say that we can always fix the issue immediately. Obviously, there are limitations to what we can do if it is determined that the failure is something that will take time to repair, or if there will be delays obtaining parts from a supplier.

		However, by ensuring that we are accessible to our customers at all times during the winter months, it allows them to 'get an answer'; we are told time and time again,
		that as long as customers know what they are facing, they can plan for it. Further, by using this approach ATI can be flexible in how it responds to urgent situations. In many cases, parts that will take time to procure can be 'robbed' from our production line and shipped into the field. In our 22 year history we have several examples of this, but there is one that stands out:
		"A winter ops crew at Gerald R. Ford Airport in Grand Rapids Michigan was operating one of ATI's Snow Wolf SB-1050 high capacity snow blowers late one evening in the winter of 2011. The main drive shaft that runs to the impeller, which casts the snow, sheered off. By reaching the President of the company at the time, Grand Rapids was able to explain to ATI that they were expecting a very serious snow event over the course of the next 48 hours. This area of the country is synonymous with extremely heavy and wet lake effect snow that often arrives in very high concentrations. So, without a high capacity snow blower operating in their fleet, Grand Rapids was facing certain delays, and possibly even runway closures. With this understanding, ATI was able to deploy 2 technicians from the facility to remove a drive shaft from a unit that was in production. They then jumped into one of the company pickup trucks, and made the 1000+ mile drive from Southern Manitoba to Grand Rapids. The end result was: the new drive shaft was installed and the unit was on the runway by 9am, following a call that ATI received less than 24 hours prior."
		Although ATI is smaller than many of its competitors, we don't apologize for it when it comes to providing customer service. We consider our willingness and ability to directly interact with our customers during critical times, as a core competency. This approach, if valued highly enough within the organization is scalable - which is why we remain committed to this approach as we continue to see significant growth in our North American footprint.
		Not all instances of service and/or warranty work are urgent in nature - so in a more general sense, ATI provides service and support in one of the following ways:
		1. A unique aspect of dealing with airports, is that they typically have a full compliment of staff that are tasked with repair and maintenance of the equipment. So, if it is more efficient for in-house technicians to complete a repair on a machine, ATI will reimburse for all labor costs associated if it is a warranty repair. We acknowledge that this would be for repairs that are minor in nature and this would only take place at the discretion of the customer.
		2. For major components (ie. engines) manufactured by others, ATI coordinates a service call from the manufacturer's authorized warranty representative nearest the area.
		3. If required, ATI will send a factory representative.
		4. In some instances, ATI may engage a reputable third party to provide service. Again, this would be at the discretion of the customer; all logistics would be organized by ATI, and the third party would be paid by ATI directly. These are not pre-existing arrangements, just things we will do from time to time. An example would be: if there was welding required on a unit, we may hire a welder near the location rather than bring the unit back to factory.
		**Note all warranty and service issues route through ATI and the method of response chosen will always be made in full consultation with the customer**
		ATI equipment also can be purchased with optional equipment that allows for remote support. Units can be equipped with telematics modules that communicate back to the factory so that in the event of a failure, ATI has a plethora of data to help diagnose and repair a unit. This is technology that is new to ATI in the last couple of years so for now we are compiling the data and arranging it on a dashboard internally - the goal is simply to improve our service response time and limit customer downtime. Long term, we will look at integrating this into a product offering so that customers can access the data in a user friendly format - this data can help users control maintenance costs, better predict maintenance schedules, and further limit downtime.
pro So	escribe your ability and willingness to byide your products and services to urcewell participating entities in the ited States.	We have provided and supported equipment to many airports in the United States, and have the capacity to grow our footprint in that market.
pro	scribe your ability and willingness to ovide your products and services to urcewell participating entities in Canada.	For over 2 decades we have been providing equipment and support to airports in Canada, to all 3 coasts. Today, we are in nearly every major Canadian Airport and are the industry leader in service and support.

## DocuSign Envelope ID: 23653445-04B6-4B1D-99A4-F98A841990ED

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
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?	None	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

## 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	<ul> <li>ATI Markets its products in a few ways:</li> <li>1. Trade Shows and Conferences</li> <li>ATI attends several events annually - In Canada, The SWIFT Conference is the premiere</li> </ul>	
	response.	event for networking with potential buyers of Runway Snow Clearing Equipment. The FOAM (Facilities Operations, and Management) Conference is also a good opportunity to meet with airport executives from across the country to stay up to date on which airports are approaching years where Runway Snow Clearing Equipment is in the budget. In the USA, the AAAE (American Association of Airport Executives) is the key organizer of Airport Facilities Management Conferences. The association is split into chapters, with the main chapters we focus on being: Northeast Chapter, Great Lakes Chapter, and the Northwest Chapter. These 3 represent the airports who see the most snowfall and tend to purchase more of the equipment we produce. The AAAE also hosts a Snow Symposium in Buffalo every April - this is the most prominent trade show in North America for us and our competitors.	
		2. Sales Calls to Customer Locations	
		Usually acting on information we obtain at Trade Shows and Conferences, we will occasionally make sales calls to customer locations. This allows us to gain valuable insight into a potential customer's fleet, so we can better assess where opportunities may exist. During these visits, we often network with not only the individuals involved in procurement, but also operations. Speaking with both the operators of the equipment and their supervisors has value in a couple of key ways: first, we can hear important feedback on the equipment they have, whether it be ours or a competitors, and implement that into the development of our existing and future equipment. As a result, we form valuable connections with these individuals which strengthens our reputation within each organization we interact with.	*
		Obtaining a Sourcewell Contract is something we have aspired to for several years now. We feel this would be an incredibly valuable tool for us when marketing our products. A major challenge that we hear from customers at conferences and in the field, is that there is a disconnect between procurement departments and the operations staff. We feel marketing our equipment with a Sourcewell Contract in hand would help streamline the sales process, which can at times to be difficult to navigate. Having completed a competitive process such as this would allow us to gain legitimacy in the eyes of the procurement departments and hopefully provide a path through otherwise slow moving sales cycles.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use LinkedIn as a Social Media Marketing tool. We connect with customers who post videos of our equipment in action, we can post or direct message content of machines that are in production, and we stay up to date with industry trends and identify potential sales opportunities.	*
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?	In our view, Sourcewell's role is to continue to communicate how it can help airports streamline their procurement processes. One of the main challenges in our industry is airports getting the right equipment to meet their needs. Procurement departments are not always equipped to facilitate a process that is inclusive without allowing inadequate equipment and/or suppliers into the process. I think it is important for successful bidders and Sourcewell to work together in continuing to attend trade shows, and make it known that Sourcewell is a great asset for procuring equipment.	*
		As a new prospective contract holder, we would also hope to access Sourcewell's expertise to better understand how we can implement this arrangement into our marketing material and strategy.	
		If successful, ATI would be committed to making Sourcewell a focal point when presenting to potential customers. In full consultation with Sourcewell, we will hope to add insignia to all of our marketing materials and displays.	
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	The way in which this type of equipment is typically purchased, along with the customization and specialization of it, is not conducive to an online ordering platform. However, we will utilize e-procurement systems where possible and necessary to help facilitate things like contract execution and invoicing.	*
	customers have used it.	ATI does have an online portal for parts ordering and technical documentation that customers can utilize. Each customer is assigned a login and they can use this system as much or as little as they wish.	

#### **Table 8: Value-Added Attributes**

Line Item	Question	Response *	
maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional,		Factory Representatives from Airport Technologies prepare and deliver training sessions for every unit ATI sells - this is included in the base cost of the machine. We schedule the training to occur when the vehicles have been delivered, however, we coordinate this with the customer - on occasion, the customer prefers that the training occur as close as possible to the beginning of the winter season. This is to do with the desire to have the material as fresh as possible in the minds of the airport operations staff, and the need to train seasonal employees. In these instances, ATI is more than willing to oblige and deliver the training at the discretion of the customer.	
		ATI does not use training centres. We employ a trainer to do "on-site" training at the customer's premises for the products that we produce. Training consists of two separate sessions:	*
		<ol> <li>Operator Training</li> <li>Mechanic / Service Training</li> </ol>	
		Training material is prepared and training sessions can be conducted in both English and French. Each of the sessions involves a combination of classroom presentation style training followed by practical hands on training delivered at the machine. It is our preference that the group size for each session be limited to 8 people - however, we will deliver as many of these sessions as is necessary.	
41	Describe any technological advances that your proposed	1. Telematics Systems	
	products or services offer.	ATII equipment comes equipped with custom built, proprietary telematics modules. This allows us to collect data from the machines in real time - with this information we can more accurately predict maintenance intervals, identify ways to optimize operational efficiencies, diagnose and repair failures remotely, and ultimately limit down time for our customers.	
		2. Boschung Smart Fleet Management System	*
		**Please see Product Information and Sample Brochures, page 32**	
		3. Autonomous Vehicle Technology	
		In 2018, ATI in cooperation with Winnipeg Airport Authority & Northstar Robotics, developed the first fully autonomous airport snowplow in North America. The unit is a Snow Mauler PV-400 that is equipped with 3D LIDAR and RADAR that can sense its surroundings and detect obstacles. The plow is also equipped with a fault tolerant wireless emergency stop system, a further safety enhancement.	

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.	<ol> <li>Tier 4 Emission Reduction</li> <li>In 2004, the EPA signed the final rule introducing Tier 4 emission standards, which were phased-in over the period of 2008-2015. The Tier 4 standards require that emissions of PM and NOx be further reduced by about 90%. We achieved such emission reductions through the use of control technologies, including advanced exhaust gas after treatment. Our engines utilize an SCR system - In an SCR system, the exhaust passes through a Diesel Particulate Filter or DPF/DOC combination first and is then doused with a mist of water and urea (a common chemical used in commercial fertilizers) in a catalytic chamber. The urea/water solution is commonly referred to as diesel exhaust fluid, or DEF. The exhaust and DEF in the presence of the catalyst turns the NOx into mostly water and nitrogen.</li> <li>Vehicle Electrification</li> </ol>	
		Our Research and Development Team is conducting an ongoing project aimed at developing Electric Systems that will be implemented on our vehicles instead of utilizing Diesel Generated Power. Given the public nature of this bid submission, we would prefer not to publish any of our work at this time - however, if the possibility exists for us to provide this privately, we are willing to do so.	*
		3. Hydrogen Fuel Cell Technology Our Research and Development Team is conducting an ongoing project that is centered around Hydrogen Fuel Cells and vehicle propulsion. Given the public nature of this bid submission, we would prefer not to publish any of our work at this time - however, if the possibility exists for us to provide this privately, we are willing to do so.	
		4. Office Policy Each office employee at ATI acknowledges and adheres to a standard "Green Practices" Policy. The criteria within the policy ensures that the organization maintains the following:	
		<ul> <li>a) Promotes a paperless environment through directives, procedures, and/or programs</li> <li>b) All documents are printed double sided and in black and white for day to day business activity</li> <li>c) Paper use for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification</li> <li>d) Utilizes environmentally preferable inks and purchase re manufactured ink cartridges</li> <li>e) Recycling Bins for paper, newsprint, plastic, and aluminum containers available and emptied regularly</li> <li>f) A minimum of 50% of office equipment has an energy efficient certification</li> </ul>	
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.	N/A	*
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.	N/A	*

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?	<ol> <li>Kahlbacher KFS 170 Bankhead</li> <li>ATI's Snow Wolf SB-1050 Snow Blower features a state of the art bankhead design that is the only of its kind in North America. The bankhead is designed and manufactured in Kitzbuhl, Austria, and is sold exclusively in North America for use on the ATI's largest snow blower. The blower features an 'open mouth' design with hydrostatically controlled, variable speed side cutters that feed a center impeller that is directly driven by a 1050hp Caterpillar C-27 engine. This design is far superior to other blowers on the market that feature a traditional ribbon style first stage feeding system. This advancement has been a key feature that has allowed the Snow Wolf SB-1050 to become the highest capacity, high speed snow blower available on the market. There are no other blowers that have been independently tested, and achieved a capacity of 8000 tons per hour, without sacrificing a minimum working speed of 25mph.</li> <li>Boschung Unique Product Attributes</li> </ol>
	**Please See Additional Information Attachment, page 144-163**
	3. Factory Direct Offerings
	By offering our products factory direct as the manufacturer, customers enjoy a price advantage and a superior level of after sales service. As we outlined in Table 6, Line Item 30, our company philosophy, specifically our approach to service, sets us apart from our competitors and offers our buyers optimal value for their purchase and measurable operational improvements. Further, our accessibility to our customers fosters a stronger relationship than what they will have with most of their suppliers. We are able to tailor our equipment to meet each airports operational needs, and we can learn and adapt quickly.
	4. Purpose Built Plow Chassis
	The Snow Mauler PV-400, ATI's flagship Runway Plow Chassis, revolutionized the industry when it was introduced 22 years ago. Since it arrived, nearly every North American Airport Runway Equipment Manufacturer has attempted to add a purpose built chassis to their product line. Few have been able to duplicate the performance and reliability of the Snow Mauler though. It's robust and simplistic design has allowed it to achieve unprecedented performance, above average life span, all at a lower price than those that have followed after it. Most competing designs are built on a converted highway truck chassis, and the results are not comparable. When dealing with severe winter conditions, Plow Vehicles born from converted mass produced chassis platforms do not have the drive line strength to compete with the Snow Mauler PV-400. The result is higher maintenance costs, shorter life spans, and longer down time.

#### 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?	ATI's standard warranty is 12 months Vehicle complete, and covers all products, parts, and labor.	
		Extended Warranty can be purchased.	
		*SPECIAL NOTE RE: Warranty Philosophy*	
		ATI believes in doing the right thing, even when it falls outside the formal warranty period. In fact, about 1/3 of our warranty expenses have been incurred outside the stated warranty period. We see this policy of "doing the right thing" as a major discriminator that sets us apart from our competitors. This policy is one of the reasons our repeat orders record is so high. We welcome you to call any of the customers on our reference list and ask them about their experience with ATI regards to service and warranty fairness.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We will offer warranty to a customer based on their proposed specifications at time of proposal. So, in some instances customers will ask for a warranty of 1 year, or 500 hours, whichever occurs first - so in that case the 500 hours would serve as a limitation. However, as stated above we review all failures on a case-by-case basis, and if we feel a component failed prematurely, was not a result of misuse or neglect, and is not a common wear item - we will cover the cost of repairing that failure whether it falls inside the warranty period or not.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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, we can service equipment anywhere within United States and/or Canada.	*
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?	We will arrange for warranty work by other manufacturers where needed. Keeping with our company philosophy, we will arrange and cover the cost of all warranty service calls by third party manufacturer representatives to make sure repairs are done quickly and without inconvenience to the customer. In most instances, the third party component manufacturer bears the cost in the end as part of their warranty policy, however, in the event of a dispute, the customer is insulated from it, and ATI bears any responsibility if the supplier falls short of their obligation.	*
51	What are your proposed exchange and return programs and policies?	We do not offer returns and/or exchanges given the custom nature of the equipment being proposed. We have a long history of providing customers with reliable equipment that they are happy with - if there are concerns at time of delivery we consider it our responsibility to address these concerns fully, prior to considering the contract fulfilled.	*
52	Describe any service contract options for the	Typically our customers are self reliant to maintain their fleet.	
	items included in your proposal.	We offer comprehensive service and maintenance training at time of delivery. On occasion, customers will purchase additional training prior to a winter season - this is priced on a case by case basis.	*
		Some of our larger customers do engage third party service providers to manage preventative maintenance and service. We work closely with these service providers when required to make sure they have all of the information they need to keep the equipment 'at the ready'. There typically isn't any cost involved with this, but rather just an exchange of documentation.	

## **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We generally follow the contract. If not stated, net 30 days from delivery. We accept electronic funds transfer (EFT) or cheque.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We have worked with leasing companies such as Scotia Leasing, who buy our equipment and provide capital leases to our customers. We do not handle Lease or Finance arrangements internally.	*
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.	We typically use contract documents or purchase orders as provided by our customer. If needed, we are not opposed to developing an ATI order form compete with terms and conditions.	*
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?	N/A	*

#### 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.	Line Item Pricing **See attached pricing package**	*
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.	We are offering a 15% discount from List Price to Participating Entities for all ATI Products (Snow Mauler, Snow Wolf 520 & 1050, and Snow Lynx) We are offering a 10% discount from List Price to Participating Entities for all Boschung Products (Jetbroom 10000, Jetbroom T, and Jetbroom 4000)	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
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.	If awarded, ATI will provide all units sold under the contract with "Freight and Delivery at Cost". What this means is, we will arrange transport of the unit from factory to the customer location, along with any necessary arrangements for offload - for example, if lifting equipment is required to unload the equipment, we will arrange this. All of these costs will be billed without markup and with full transparency. OR If the participating entity wishes to arrange transport and offload themselves, they are free to do that.	*
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.	None - all are included in the base price of the unit	*
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.	See above	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See above	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

## Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering a 15% discount from List Price to Participating Entities for all ATI Products (Snow Mauler, Snow Wolf 520 & 1050, and Snow Lynx) We are offering a 10% discount from List Price to Participating Entities for all Boschung Products (Jetbroom 10000, Jetbroom T, and Jetbroom 4000)

#### 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.	If awarded, ATI will work closely with the Supplier Development Administrator to ensure that the reports are being submitted in an acceptable format. Since all sales, regardless of brand, will be finalized by ATI senior management, the report will be simple to present and, as is explained below, each unit sold under the proposed contract will be assigned a unique product number. This will allow for easy tracking, reporting of quarterly sales and fee remittance. This is a practice that ATI is familiar with under an existing Repair and Overhaul Contract we hold with the Canadian Military as well as a Procurement Contract with the State of Pennsylvania. (COSTARS)	*
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.	Each piece of equipment we manufacture is assigned a unique project number in our system and we monitor profitability of each individual machine. For example, we target a hurdle rate of gross margin from each machine.	*
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.)	We propose a fee of 2%	*

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

Line Item	Question	Response *
--------------	----------	------------

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	*A description of each of the 7 Vehicles is available in the attached Product information and Sample brochures. **Detailed Technical Descriptions of the Units can also be found in the "Additional Information Attachment, page 86-143.
		1. Snow Mauler PV-400 - by ATI
		"The One That Started It All" Often imitated, never duplicated. The Snow Mauler PV-400 is ATI's flagship product that launched the company over 20 years ago – and some of the first units are still clearing snow today! A simple, yet robust design - pair this Chassis with any size tow broom and/or use it as a pusher with your preferred plow, and witness firsthand how the Snow Mauler transformed the industry.
		2. Snow Wolf SB-1050 - by ATI
		"This is a Game Changer" With over 1050HP driven directly to the main impeller, the Snow Wolf SB-1050 can handle whatever you throw at it. Designed and Built to withstand the heaviest snow falls, this machine has been tested to 8000 tons per hour without sacrificing speed. We all know that you are only as fast as your slowest piece, so optimize the rest of your fleet by adding the best High Capacity, High Speed Blower on the market.
		3. Snow Wolf SB-520 - by ATI
		"Tried, True, and Versatile" Design that has stood the test of time meets modern engineering in the new Snow Wolf SB-520. Whether you need to clear the runway or the ramp, the SB-520 has you covered. A great alternative for small or medium size airports that can sacrifice some speed on the runway for increased versatility and reliability.
		4. Snow Lynx RS-300 - by ATI
		"The Best Ability is Reliability" ATI's newest product is aimed at providing a cost effective, easy to maintain alternative to the runway sweeper market. Fully customizable, and now expandable to 16 feet, you can achieve all of your deliverables without exhausting your budget. Tired of long wait times for expensive replacement pumps? A mechanically driven broom might be your answer. Proponents of this classic design laud that if the Snow Lynx goes down, it can be put back into service, even with a limited maintenance team, in a short period of time. So, if you're limited on resources – or if you're in a remote location, consider the Snow Lynx RS-300 as your runway sweeper.
		5. Jetbroom 10000 - by Boschung
		Progress, craftsmanship, a multi-functional high-performance clearing system - the Jetbroom 10000 and its iconic one-piece heavy-duty chassis, was built for the extreme and engineered for efficiency. The over 6 m long broom is equipped with the new and patented Quattro-Jet; a system that enables a larger clearing width and an accelerated work speed. A system that makes the Jetbroom 10000 the most powerful work tool of today.
		6. Jetbroom 10000-T - by Boschung
		A high-performance clearing system - the Jetbroom 10000 Towed and its new partner, the Snow Mauler PV-400 chassis, is built to perform with the most efficiency on the busiest airports in the world. The over 6 m long broom is equipped with the new and patented Quattro-Jet system, enabling a larger clearing width and an accelerated work speed during the most extreme winter conditions.
		7. Jetbroom 4000 - by Boschung
		Built to give unrestrained high-speed performance, the Jetbroom 4000 and its kinetic design is compact and highly maneuverable. With a 13.7 m turning circle on the outer-wheel, the Jetbroom 4000 exceeds expectations when it comes to flexibility and mobility around narrow apron areas. Equipped with a 5.4m wide snow plow, a 4.2m long broom and a blowing unit placed behind the rear axle, the Jetbroom 4000 is a machine engineered with innovative and progressive technologies.

DocuSign Envelope ID: 23653445-04B6-4B1D-99A4-F98A841990ED

70	Within this RFP category there may be	We are offering 7 products in response to this RFP - the only information relevant
	0,00,00,00,00,00,00,00,00,00,00,00,00,0	to this section would be the optional equipment on the machines. This can be found on the pricing sheets attached and detailed in both the product brochures and
		data sheets.

## 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;	ତ Yes ୦ No	N/A	*
72	Blowers;	ି Yes ୦ No	N/A	
73	Brushes and sweepers;	ି Yes ୦ No	N/A	
74	Anti-icing equipment and deicing equipment;	ି Yes ୦ No	Optional as Part of the Jetbroom 10000	
75	Rubber removal equipment;	ି Yes ଜ No	N/A	
76	Runway closure markers;	⊂ Yes ເ⊂ No	N/A	
77	Runway traction equipment;	ି Yes ଜ No	N/A	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	ଜ Yes ୦ No	Referenced Earlier	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	ତ Yes ୦ No	Referenced Earlier	*

#### 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
N/A		

#### 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.

DocuSign Envelope ID: 23653445-04B6-4B1D-99A4-F98A841990ED

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 Pricing Package.pdf Friday November 11, 2022 13:11:13
- Financial Strength and Stability Stride Letter to Support ATI.pdf Thursday November 10, 2022 14:44:40
- Marketing Plan/Samples Product Information and Sample Brochures.pdf Thursday November 10, 2022 15:14:47
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document Additional Information Package.pdf Friday November 11, 2022 16:04:39

#### 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.
- 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.
- 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: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
  - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

DocuSign Envelope ID: 23653445-04B6-4B1D-99A4-F98A841990ED

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.

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	M	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	ল	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	V	1