



Solicitation Number: RFP #111522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Team Eagle Ltd., 10 Trent Dr., P.O. Box 670, Campbellford Ontario Canada K0L 1L0 (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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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.

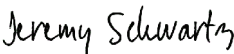
22. CANCELLATION

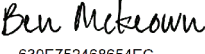
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

Team Eagle Ltd.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/2/2023 | 1:26 PM CST

DocuSigned by:

 By: 630E752468654EC...
 Ben McKeown
 Title: Commercial Business Manager
 Date: 2/2/2023 | 10:25 AM PST

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 2/2/2023 | 2:05 PM CST

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: Team Eagle Ltd.
Address: 10 Trent Drive
P.O. Box 670
Campbellford, ON K0L1L0
Contact: Julie Hay
Email: julieh@team-eagle.ca
Phone: 705-653-2956
Fax: 705-653-4732
HST#: 866696438RT0001

Submission Details

Created On: Tuesday October 18, 2022 14:33:32
Submitted On: Tuesday November 15, 2022 11:42:13
Submitted By: Julie Hay
Email: julieh@team-eagle.ca
Transaction #: 5051bd1f-50f0-4389-8f28-3f822e78f1a2
Submitter's IP Address: 207.35.47.98

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")	Team Eagle Ltd.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - Team Eagle Ltd. does not have any subsidiary entities included in this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - Team Eagle Ltd. does not operate or do business under any other name.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: L6063 UEI: F44VN4WMXLN6
5	Proposer Physical Address:	10 Trent Dr. PO Box 670 Campbellford Ontario Canada K0L 1L0
6	Proposer website address (or addresses):	www.team-eagle.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ben McKeown, Commercial Business Manager 10 Trent Drive, P.O. Box 670 Campbellford Ontario Canada K0L 1L0 benm@team-eagle.ca 705-653-2956 / 866-241-3264
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben McKeown, Commercial Business Manager 10 Trent Drive, P.O. Box 670 Campbellford Ontario Canada K0L 1L0 benm@team-eagle.ca 705-653-2956 / 866-241-3264
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Julie Hay, Manager – Sales Administration 10 Trent Drive, P.O. Box 670 Campbellford, Ontario, Canada, K0L 1L0 julieh@team-eagle.ca 705-653-2956 / 866-241-3264

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Team Eagle has been committed to enhancing the safety and operational efficiency in the aviation industry since 1975, providing equipment, software, and electronics sales, training, warranty support, parts and service to airports and airfield maintenance communities. Before the North American Free Trade Agreement (NAFTA), Team Eagle engaged in the design, research and development, testing, manufacturing, and after-market services for airfield equipment, smart devices, sensors, and software, becoming the largest airfield maintenance and emergency vehicles supplier in Canada. After the North American Free Trade Agreement (NAFTA), Team Eagle then also partnered with U.S. and other global airfield and heavy equipment manufacturers, becoming the world's most comprehensive Airport Runway Equipment, Airport and Runway Emergency vehicles, Snow & Ice Control vehicles and equipment, GPS/GIS Situational Awareness (Software and Hardware), and Vocational Equipment Emergency & Safety Electronics products supplier. We deliver innovative solutions directly and through global partners in over 100 countries and growing. Team Eagle's management philosophy is based on an integral team approach. Our number one goal is to provide outstanding customer service that our customers can rely on and have come to expect. Although Team Eagle provides products and services to many markets, our core business from which most of our equipment and technology originates is our business philosophy of being "Your Airfield Solutions Provider". Team Eagle strives to be each airport client's partner. We try to understand what an airport's challenges are, and how we can help the airport meet them. We take a proactive approach to ensure that our equipment and our services meet or exceed our customers' expectations. Team Eagle has enjoyed successful business relationships with municipal, military and commercial airports, and federal, state, provincial and municipal government agencies our entire 47 years in business. Team Eagle is regularly listed in the top 5 Global Airport Snow and Ice Control products and services by various research and consulting groups.	*
11	What are your company's expectations in the event of an award?	<p>In the event of an award, Team Eagle would expect increased sales through concerted marketing and promotion of the Sourcewell contract. We would also expect that Sourcewell members wanting to purchase Airport Runway Equipment with Related Supplies and Services from Team Eagle would have a much more streamlined and straightforward, competitive buying process. A process that is more efficient, promotes value and quality, all while offering a competitively solicited solution to each airport's specific challenges.</p> <p>In addition, we fully expect that our current Canadian and U.S. customer base (members and future members) looking to purchase airport runway equipment will appreciate and take advantage of our Sourcewell contract to purchase with confidence the equipment necessary to operate and safely maintain their runways.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Team Eagle is a privately owned and operated limited company with an unblemished credit history with creditors and suppliers. Team Eagle has a mid/upper seven figures line of credit with our working capital bank BMO (please see BMO Reference Letter enclosed, dated October 26, 2022), a million-dollar letter of credit facility to facilitate off-shore financial transactions, and a multi-million dollar offshore accounts receivable insurance facility through the Government of Canada. Subcontractors like Øveraasen, have provided Team Eagle with high 7 to low 8 figure credit facilities on various terms. When transacting with non-USA or Canadian entities, Team Eagle is provided stabilizing accounts receivable guarantees from the Canadian Government (Export Development Canada). Team Eagle also enjoys a high six figure R&D credit facility with the BDC, Canada's Business Development Bank (please see BDC letter enclosed dated Nov 15/22). Please also see Letters of Reference enclosed from New Era Electronics (dated Oct 25/22) and Epoke A/S (dated Nov 1/22).</p> <p>Specific Bank and Creditor contact information is available on request.</p>	*
13	What is your US market share for the solutions that you are proposing?	Team Eagle experiences various market share percentages based on our many product lines, some product lines currently enjoy approximately 80% market share in their respective applications.	*
14	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share has historically fluctuated between 40% and 85%, combining both our proprietary and value-added reseller product lines. In the USA, Canada and globally, Team Eagle is collaborating to bring billions of dollars of new products, technologies and services into new business segments that are not currently served by any other aerospace/airfield solutions provider.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Team Eagle Ltd. has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) Team Eagle is best described as a value-added integrator/re-seller and service provider for the following manufacturers/suppliers; Overaasen, Metal Pless, CLAAS, Smart Manufacturing Inc., and Sah-Ko Oy, which represent a majority of the runway equipment that we are offering in this RFP. . Please see Dealer/Distributor authorization letters enclosed. Our dealer network is independent as well as company owned in the U.S.</p> <p>b) Team Eagle is also offering equipment/products in this RFP in which we are the manufacturer. Team Eagle has designed, built, tested, introduced and marketed several of the products proposed herein, such as CART (BAT, RCAM), Eagle Edge Lite, and the Eagle CLAAS EAE. Team Eagle has a staff of employees (not employees of third parties), that are solely dedicated to the support of Team Eagle's products and services, and the end users. Team Eagle's sales and service force has been comprised of airport and airfield specific expertise including former military and commercial airfield operations and maintenance experience persons. Team Eagle uses a direct sales and service model in most situations with very occasional third-party support where needed to meet/exceed a customer requirement.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Team Eagle has a registered business license that allows us to conduct business throughout North America. This extends to the proper certification and licensing of technicians and mechanics. Team Eagle is represented on the FAA Advisory Circular preparation SAE G-15 committee as both Vice Chair (Steve McKeown) and Secretary (Paul Cudmore). Team Eagle has enjoyed and continues to engage in cooperative research and development agreements (CRDAs) with US DoD and the FAA, and in Canada we have successfully collaborated with Transport Canada, NAV Canada, and the Canadian National Research Council to bring new and acceptable products to market. Team Eagle has also collaborated extensively with colleges, universities and other aerospace companies like AIRBUS, BOEING, Zodiac Aerospace, Safran Aerospace, NAV CANADA and Aireon to develop new runway and emergency technologies that are safer, more efficient, and environmentally friendly. Team Eagle technologies have met and exceeded the Federal Aviation Administration Advisory Circular requirements and necessary certifications (i.e. FAA Advisory Circulars 150/5210-19A, 150/5210-25 and NFPA 414).</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A - Team Eagle Ltd. has not been the subject of any Suspension of Disbarment or related actions.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Team Eagle has received a regional "Innovator of the Year" award, the Canadian Federal Government Build in Canada Innovation Program award, and Team Eagle was selected as one of the four Key Vendors in Technavio Insights "Global Airport Snow Removal Vehicles and Equipment Market" and, "CIOReview: Team Eagle is in the 20 Most Promising Aviation Technology Solution Providers 2019."</p>
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Approximately 65% of Team Eagle's direct sales are to government sectors and not for profit NGOs, and approximately 80% of the remaining 35% of sales are to OEMs and others who then resell Eagle technologies to the government sector.</p>
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>N/A - Team Eagle Ltd. has not sold to the education sector in the past three years.</p>
22	<p>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?</p>	<p>1) Minnesota State Contract since 2015 (to present) – Approx. \$150,000 USD/yr</p> <p>2) Sourcewell's 2019 Airport Runway and Emergency Equipment with Related Accessories (RFP #030619) - approx. \$6M-\$7M in 2022</p>
23	<p>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?</p>	<p>1) Team Eagle successfully introduced LG Alert[™] technologies to US DoD through GSA, but GSA no longer required per low price point and acquiring NSN – LG Alerts are now purchased by NSN and within base officer \$5K+ credit card limits.</p> <p>2) Sourcewell's 2019 Airport Runway and Emergency Equipment with Related Accessories (RFP #030619) - approx. \$6M-\$7M in 2022</p>

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 *	
Seattle Tacoma International Airport	Daniel Alter, AVM Manager-Fleet Alter.d@portseattle.org	206-787-4742 Cell 206-573-4094	*
St. John's International Airport	Wayne Morris, Manager Airside Services Wmorris@stjohnsairport.com	709-758-8513	*
The Port Authority of NY & NJ	Daniel Almeida, Automotive Engineering/Operations Services Department Daalmeida@PANYNJ.gov	201-963-7416 Cell 551-697-3353	*

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 *	
Seattle Tacoma International Airport	Government	Washington - WA	Fleet of Overaasen – Runway Snow Removal Equipment (through Sourcewell contract)	\$6.5M USD	\$6.5M USD	*
City of Chicago	Government	Illinois - IL	Multi-Purpose Tractors	\$4M USD	\$2.5M USD	*
St. John's International Airport Authority	Non-Profit	NL - Newfoundland and Labrador	Fleet of Overaasen – Runway Snow Removal Equipment	\$1M CAD	\$5M CAD	*
Fort McMurray Airport Authority	Non-Profit	AB - Alberta	Fleet of Overaasen - Runway Snow Removal Equipment	\$2M CAD	\$4M CAD	*
USAF (United States Air Force)	Government	Alaska - AK	Sales to Several USAF bases across the U.S.A. - Epoke Chemical Spreaders, Metal Pless Plows, Runway Safety Technology	\$400K USD	\$3M USD	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>Team Eagle has head office locations in Campbellford ON, Canada, and Tilton NH, to support members throughout North America. In addition to our head office locations, Team Eagle also has a strong sales team network and partners strategically based throughout North America, giving us 100% geographic coverage of both the United States as well as Canada. Our direct sales representatives are currently based in:</p> <p>Campbellford, Ontario – Quebec, Nova Scotia, New Brunswick, PEI, Newfoundland and Labrador Petawawa, Ontario – Alberta, British Columbia, Yukon, Northwest Territories Sudbury, Ontario – Ontario, Manitoba, Saskatchewan, Nunavut, Montana, North Dakota, South Dakota, Nebraska, Kansas, Missouri, Iowa Tilton, New Hampshire – Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Delaware, Rhode Island, Eastern New York State Durham, North Carolina – Michigan, Indiana, Ohio, Western New York, Pennsylvania, New Jersey, Maryland, Virginia, West Virginia, Kentucky, Arkansas, Georgia, North Carolina, South Carolina, Florida, Alabama, Mississippi, Louisiana Englewood, Colorado – Minnesota, Wisconsin, Illinois, Wyoming, Idaho, Oregon, Washington, Alaska, Oklahoma, California, New Mexico, Colorado, Arizona, Utah, Nevada</p> <p>Our sales force (15 full-time) travel throughout the USA and Canada to promote our product lines and provide our customers and members with solutions to their airport challenges. Team Eagle has 23 full-time direct sales and service providers on permanent staff that are solely dedicated to the sale and support of Team Eagle products, from sales coordination and support, technical support, parts, service and warranty support, marketing and training aids, from coast to coast. Team Eagle has designed, built, marketed and sold several 100 million dollars of product to military and commercial airports around the world.</p>	*
27	Dealer network or other distribution methods.	Team Eagle sells both direct to end user customers as well as to customers through our international OEM partnerships like Oshkosh Corporation, Epoke, IVECO, Rosenbauer, NAFFCO, E-One etc. Team Eagle also has a partner dealership in Alaska, covering the Pacific Northwest.	*
28	Service force.	Each of Team Eagle's head offices within Canada and the United States have full service repair shops, technology departments, parts departments (spare parts inventory in excess of \$1M), and warranty support specialists onsite. Our experienced and highly qualified service and support team (12 full-time) are available for parts, service, and warranty related inquiries from the pre-delivery inspection throughout the warranty period and service life of the equipment. Our certified service technicians travel world-wide on a regular basis to support our dedicated customer base. There is a complete overlap between our sales and service functions, and approximately a 5%-10% overlap between our service and sales. Team Eagle also has access to an additional 12 FT fully certified service technicians through our manufacturing partners, and 3 more with our partnership in Alaska and the Pacific Northwest.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Upon a Member's request, a Team Eagle Sales Manager will provide a quotation with the Sourcewell Member number, Item SKU, and Sourcewell discount pricing. Members will submit purchase orders directly to Team Eagle with proof of Sourcewell member status. Once the order has been reviewed by our internal sales team, an order confirmation will be issued. Please see a sample order confirmation enclosed (ORD) for reference purposes. Team Eagle will invoice Sourcewell Members directly and report all sales to Sourcewell as required.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Team Eagle operates by a "One Call Policy". Our customers need only make one call or communication to any of our staff and we commit to follow up with a status response within a 24 hour period and/or at least before the client (internal or external) feels a need to call for follow-up. If an issue cannot be resolved within 24 hours, we keep our customers abreast of the situation until a solution can be reached in a manner that our customer never has to call us back wondering if they are being professionally looked after – thus they only need to call once until a solution is provided. We also offer our customers 24/7/365 service and support via email (support@team-eagle.ca) which is connected to multiple Team Eagle members at all times, designed to provide technical support when required. Each head office also has a toll-free number to connect directly with trained personnel to assist with any issues and/or questions that may arise. Furthermore, Team Eagle partners with companies that are world- leading original equipment manufacturers and suppliers in their respective field of expertise, with many years of experience and success in meeting contractual deadlines and obligations.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Team Eagle Ltd. fully serves all geographic areas of the 50 United States including Alaska and Hawaii.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Team Eagle Ltd. fully serves all geographic areas of the 10 Canadian Provinces and 3 Canadian Territories.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A – Team Eagle Ltd. fully serves all geographic areas of the U.S. and Canada.	*
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?	N/A – Team Eagle Ltd. has no geographic or other restrictions that would affect our ability to fully serve Sourcewell Members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – Team Eagle Ltd. is not aware of any restrictions that would apply to Members in Hawaii, Alaska, and in U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As part of Team Eagle's business development strategy, the team engages in a number of industry tradeshows and conferences throughout the year, providing access to over 500,000 target customers in the airport/aviation and government industries. Over the past three years, Team Eagle has prominently displayed the Sourcewell logo and brand. List of planned conferences and tradeshows include:</p> <ul style="list-style-type: none"> - NEC/AAAE American Association of Airport Executives - International Aviation Snow Symposium (April 2023) - CAO A – Colorado Airport Operator's Association Annual Conference & Exhibit (June 2023) - Wyoming Airport Coalition – Annual Conference (June 2023) - NEC/AAAE – American Association of Airport Executives – Hub Airports Winter Operations & De-Icing Conference (July 2023) - SWIFT – Airport Conference & Expo (September 2023) - NW/AAAE - American Association of Airport Executives – Hub Airports Winter Operations & De-Icing Conference (July 2023) - NW/AAAE - American Association of Airport Executives – Annual Conference and Exhibit (September 2023) - AMCO – Airport Management Council of Ontario – Annual Conference & Expo (October 2023) <p>Team Eagle will continue to include the Sourcewell logo in all the signage/banner at the shows, as well as include in all collateral material distributed at the show. Please see Team Eagle product literature enclosed. Team Eagle also receives significant traffic on our main website that also included the Sourcewell logo in the top navigation banner of the site www.team-eagle.ca</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Team Eagle has optimized web search tools to gain top ranking on most airfield technologies web searches. (i.e "airfield equipment", "airfield emergency equipment", "airfield safety equipment"). Team Eagle also conducts e-mail marketing campaigns on a quarterly basis to a database of approximately 5,000 industry contacts linking back to the website.	*
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?	Team Eagle envisions Sourcewell's role to be that of providing continuous support and assurance to its Members that the RFP process remains robust in its due diligence and that the awarded vendors have participated in a vigorous and competitive solicitation process, providing a sound and solid platform for Members to seek optimum value for their expenditures. With Sourcewell's coaching, Team Eagle will ensure our sales team is well versed in the Sourcewell contract, highlighting the advantages of procuring through a national contract such as this. Our sales team will be directly supported by Sourcewell and Team Eagle's support staff, and be supplied with all of the necessary tools and materials to encourage Sourcewell Members and future Members that the products offered in the RFP and resulting contract are the best value and solutions currently available on the market.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Team Eagle does not currently offer an e-procurement ordering process to customers, as we strive to provide our airport clients with individually configured solutions that meet specific airfield needs and challenges. Team Eagle currently engages in business-to-business e-procurement with a number of our vendors, such as Epoke and are working with other suppliers to move towards an e- procurement platform. This is creating opportunities for Team Eagle to evolve our offering to business-to-consumer electronic purchasing on select products, starting with a used equipment and parts marketplace (airfieldtrader.com) that launched in fall of 2019.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Team Eagle offers exceptional and pragmatic product support. We offer multiple on-site and OEM training and service options to meet the needs of Sourcewell Members which are fully customizable to accommodate individual requirements (i.e. recurrent training, annual maintenance/service inspections, update/repair hardware and software, software support agreements, etc.) We are confident that we can work together with Members to develop the right training and/or maintenance support plan to meet and exceed any Member expectations. All of our products come standard with initial on-site training at time of delivery/setup/installation by Team Eagle's own staff at no extra charge. Additional training plans are available and prices vary depending on client contract specific requirements. We would be pleased to discuss available options and provide a quote upon a Member's request.
41	Describe any technological advances that your proposed products or services offer.	<p>Team Eagle not only builds and sells state of the art equipment into the 'existing marketplace', but also has repeatedly and still does, creates new markets for new technologies, thus enlarging the market that these products and services will be sold into. Team Eagle is currently focused on several new technologies that will enlarge this market hundreds of millions and eventually billions of dollars annually, with 'safer, more efficient, greener' products serving the basic purpose of airports, safe places for aircraft to land and take off – in a market that is predicted to double 2016's traffic by 2029. Our obligation is to provide equipment and technologies that will allow our airports to safely and efficiently handle this increase in traffic.</p> <p>Team Eagle has been successfully marketing, selling and servicing airfield equipment to the aerospace sector for over 45 years. Working closely with customers and partners to gain a deep understanding of operational safety and efficiency challenges, Team Eagle has developed a track record for innovating and commercializing new airfield equipment, electronics, and software solutions that are helping to shape a smart connected airport of the future.</p> <p>Focused on designing, building and selling significantly safer, more efficient and greener equipment and technologies for aviation, Team Eagle's roadmap is dedicated to commercializing a priority of 10 new game-changing innovations that have been initiated in partnership with customers, suppliers, research & academia, and industry; and have been prioritized by the market size opportunity.</p>
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.	Team Eagle is currently working on a number of new, disruptive innovations that provide major enhancements in efficiency, therefore making equipment much greener due to energy savings. Initiatives include a reduction in the amount of aircraft and runway de-icing chemicals migrating to infield soils, a magnitude reduction in the amount of horsepower required to move snow across, and remove snow from runways, taxiways, aprons etc. As well, working with Aireon for more efficient movement of aircraft on the ground, and last, in a small way, allowing staff with electric vehicles to 're-charge at no charge' at our facilities. In addition, Team Eagle partners with OEM's that strive to use environmentally friendly methods in their production and who are ISO certified.
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.	Team Eagle partners with OEM's that are experts in their respective fields and who are striving to manufacture products that will have a minimal impact on the environment, such as designing smart equipment with longer life cycles, reduced energy consumption from heating, ventilation and production, reduce the risk of pollution to air, soil and water by following strict guidelines on waste management, and creating more efficient logistics and packing capacity, to name a few. For example, please see one of Team Eagle's manufacturer's, Overaasen, Sustainability Development Goals enclosed. In addition, Team Eagle partners with OEM's that strive to use environmentally friendly methods in their production and who are ISO certified.
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 – Team Eagle is not a W/MBE, SBE or a veteran owned business, but we do partner with W/MBEs, SBEs and veteran owned businesses when required to by clients/Members. (i.e. City of Chicago Department of Aviation)

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Team Eagle is "Your Airfield Solutions Provider". With several hundred man-years of experience in the industry, Team Eagle has earned itself a trusted reputation as 'safety', 'efficiency' and 'innovation' subject matter experts in Airfield Operations Management, including runway/airfield equipment, GIS-powered smart devices and sensors, and professional airfield software applications. We professionally service and support every unique innovative equipment, technology or solution that we sell, with qualified, in-house expertise. We offer unique and disruptive technologies, continually trying to respond with new and better solutions to the day to day challenges Sourcewell Members face. Team Eagle offers products and services with unique, extended warranties, not normally available to many Members. We have a larger sales and service team than most of our competitors, including other industry leading and 'marquee' companies. Team Eagle has also developed a number of partnerships with leaders in the industry, including; Transport Canada and National Research Council of Canada (NRC), FAA, US Airforce, US National Guard, US DoD, Canada DND, European Aviation Safety Agency, BCIP, University of Waterloo, NAV Canada, Aireon, ClimaCell, Reply Valorem, Microsoft, Bell, ARA, McMaster University's CI Research Centre, JCAII, AIRBUS, Boeing, Inland Technologies, SAE International and IATA.
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Our standard warranty covers all parts, shipping, and labour to install or repair.</p> <p>Team Eagle's standard warranty is one (1) year, parts and labour. Warranty policies can be further customized to meet individual end user requirements above and beyond the standard and are provided as required. The following are common examples of warranty requested by our customers; a) extension of the full, 'bumper to bumper' parts and labour warranty from 1 year to 2, 3, 4, or 5 years, b) major components (i.e. engines, transmissions, axles, transfer cases, drop boxes, water pumps, etc.) warranty only, parts and labour, c) extension of parts warranty only with no labour. Team Eagle is flexible and will reasonably accommodate Sourcewell Members needs, requirements, and budget. Please see Team Eagle's standard warranty document enclosed, for reference purposes.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Team Eagle does not impose any irregular or uncommon restrictions on standard warranty coverage, including hours of use in first year. Additional length of warranty may incur 'hours of use' in lieu of time milestones.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Team Eagle's standard warranty is 'turn-key', and covers technician expenses, travel time, etc. Furthermore, if any warranty work can be performed more expeditiously and professionally locally, and this is agreed upon by Team Eagle and its Client, then Team Eagle will contract and pay for that local provision of service(s).
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?	<p>Team Eagle does and will provide warranty service as described above to all geographic regions of North America. Our USA and Canadian technicians are certified to cross the USA and Canadian borders into the other country to work.</p> <p>However, in the event that we cannot send a technician to be onsite due to unforeseen circumstances (i.e. travel restrictions, etc.), Team Eagle will work with the customer to find a suitable solution, such as, hiring a local contractor recommended by the customer, or pay the customer directly to have their mechanic/technician perform the necessary work, if that would be beneficial and acceptable to the customer in order to delay the downtime of their runway equipment.</p>
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?	Team Eagle is the first point of contact for Sourcewell Members on all warranty related requirements. After being contacted, Team Eagle may contact a subcontractor regarding their respective warranties, and Team Eagle, the OEM (or subcontracted dealer), (or the Member, per above), will complete necessary warranty service(s) through Team Eagle.
51	What are your proposed exchange and return programs and policies?	Team Eagle's current and proposed exchange and return programs and policies are completely pragmatic and deal situationally specific to best meet Members' individual needs. For example, we often propose consigned, no risk RSPLs (Recommended Spare Parts Lists) to accounts where there is not enough reliable history to predict consumable parts consumption.
52	Describe any service contract options for the items included in your proposal.	Team Eagle offers various service options to meet our clients' needs that are pragmatic and fully customizable to accommodate individual requirements. Most of our service contracts are created jointly with our clients to ensure we meet or exceed their expectations.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Team Eagle's default payment terms are Net 30, with significant flexibility available to Members. Accepted payment methods are; ACH, Bank Wire, Check, Credit Card (for less than \$10K).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Team Eagle offers leasing and financing options at competitive market rates and can also offer flexible payment schedules to fit individual Member needs.	*
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.	When placing an order, Sourcewell Members will be required to issue a purchase order directly to Team Eagle, stating their Member number. Once the order has been reviewed by our internal sales team an order confirmation will be issued. Please see an example of an order confirmation (ORD) enclosed.	*
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?	<p>Team Eagle will accept P-card procurement for transactions up to \$3,000. Team Eagle may, or may not, accept P-card procurements for transactions > \$3,000 USD, depending on the product or service, and geographic logistics.</p> <p>There would be no additional fees to participating entities if the P-card procurement and payment process was accepted at time of order.</p>	*

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.	Team Eagle provides “turn-key products and services” pricing, which includes; Pre-Delivery Inspection, Initial installation and In-Servicing, Operator and Maintainer Familiarization Training, and Manuals. Additional telephone and/or on-line installation assistance is provided by Team Eagle at no charge on all new product purchases. Please see pricing document enclosed.
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.	Team Eagle's pricing discount, for all items relevant to this offering includes an 11% Sourcewell Member discount from typical MSRP unit pricing.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Team Eagle is willing to discuss (and in most cases provide), quantity or volume discounts directly with the Member, as this information may be transaction specific.
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.	Team Eagle confirms we would provide a quote upon request for any products that we manufacture/represent that a Member may request that falls within the scope of this RFP and potential contract, even if these products are not included in our line item price schedule. Many such ‘sourced’, nonstandard items, like easy to add and support accessories from third party suppliers would be passed through Team Eagle to the Member at cost for good relations, while less easily sourced, installed and supported items would possibly include a reasonable cost plus add on between 1% and 15%.
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.	Team Eagle provides “turn-key products and services” pricing, which includes; Pre-Delivery Inspection, Initial installation and In-Servicing, Operator and Maintainer Familiarization Training, and Manuals. Additional telephone and/or on-line installation assistance is provided by Team Eagle at no charge on all new product purchases. Freight charges would be extra, as products are priced FOB Team Eagle, Campbellford, Ontario, Canada. Extraordinary additional installation, training, warranty, and service requirements, beyond our standard offering, would be quoted separately, per a Member's request.
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.	Shipping/Freight costs would be extra, based on the ship to location. Team Eagle has a professional logistics team that can arrange and handle shipments worldwide. All travel costs are included, unless otherwise required to be priced separately, or paid for by a Member. In most cases freight is provided at Team Eagle's net cost unless negotiated otherwise by the Member and Team Eagle. (The products offered in this RPP and on our enclosed Pricing document are quoted as FOB Team Eagle Ltd., Campbellford, Ontario, Canada.)
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Team Eagle will offer the same travel, shipping and delivery programs as noted above for Alaska, Hawaii, Canada, or any offshore delivery. We have a professional logistics team to accommodate shipments worldwide. (The products offered in this RPP and on our enclosed Pricing document are quoted as FOB Team Eagle Ltd., Campbellford, Ontario, Canada.)
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Team Eagle is fortunate to have logistics partners and associates with a global market presence, and we can often bundle Team Eagle's products for shipping offshore with coincident shipping arrangements of like products, often expediting delivery and minimizing delivery expenses. We use all methods of shipping, from air courier to ISO sea containers.

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.	11% Sourcwell Member Discount

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Upon Sourcwell contract award notice, Team Eagle will immediately put in place all required reporting and accounting protocols and provide Sourcwell with both our methodology and our intended practices related to the checks and balances of recording and reporting Sourcwell related transactions using Sage 300, our accounting program, where we can easily track customer sales and contracts. Team Eagle currently performs an extensive review of all transactions and financial results every month, and would undertake to immediately add a thorough review and reporting to Sourcwell of all related contract transactions to this process.</p> <p>Team Eagle's internal accounting system and practices will identify all details of each sale and are able to report quarterly, or as required, all Sourcwell Members order and sale details, including delivery dates, fees, terms, etc. Team Eagle will invoice Sourcwell Members directly and report all sales to Sourcwell as required.</p> <p>In order to ensure that Sourcwell members obtain the proper pricing, all quotes, purchase orders, etc. referencing the Sourcwell contract number will be handled by Team Eagle's assigned sales and support staff, who will verify that each quote and order is in accordance with the terms and conditions of the contract. Team Eagle's internal staff will track and record Sourcwell sales in our Project Management tool, Wrike and/or Daylite.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Team Eagle envisions tracking and analyzing the following Sourcwell driven key performance indicators:</p> <ol style="list-style-type: none"> 1. Member inquires per quarter 2. Member responses to being made aware of a Team Eagle Sourcwell contract 3. Average turnaround time per inquiry (target no longer than one business day) 4. Sales growth from Sourcwell contracts (target 4%+ per year) 5. Sourcwell customer satisfaction via post delivery survey
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	1.6% on all contracts up to \$100,000, 1.1% on all contracts \$100,000 to \$1M, and 1% to all sales over \$1M, (net of any applicable federal, state or provincial taxes, and any services provided at less than 2% over net, i.e. freight at net).

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.	<p>Team Eagle is offering the following AIRPORT RUNWAY EQUIPMENT WITH RELATED SUPPLIES AND SERVICES in our proposal:</p> <p>Turn-key Solutions</p> <p>Please note that our 'turn-key' solutions include all of the chassis and attachment options that would be requested by an airport using discretionary funds and asking for a high level of option configurations. (i.e. deluge systems, heated windshields, safety systems, quick hitches, etc.). Units would exceed applicable NFPA 414, FAA Advisory Circulars requirements for USA Airport Improvement Program (AIP)</p>

purchases, and Transport Canada Airport Capital Assistance Program (ACAP) purchases.

Øveraasen TV2200 Snow Blower
12,000 ton per hour high-speed airport snow blower
SKU OVTV2200

Øveraasen TV1520 Snow Blower
10,000 ton per hour high-speed airport snow blower
SKU OVTV1520

Øveraasen TV1000+ Snow Blower
8,800 ton per hour high-speed airport snow blower
SKU OVTV1000+

Øveraasen TV1000 Snow Blower
6,600 tons per hour high-speed airport snow blower
SKU OVTV1000

Øveraasen TV750 Snow Blower
7,100 tons per hour high-speed airport snow blower
OVTV750

Øveraasen RS600 Runway Sweeper Package
28ft long airport runway sweeper with 25ft clearing width, complete with chassis and runway plow
OVR600

Øveraasen RS400 Runway Sweeper Package
20ft long airport runway sweeper with 18.5ft clearing width, complete with chassis and runway plow
OVR400

Øveraasen RS200 Runway Sweeper Package
14ft long airport runway sweeper with 13.1 clearing width, complete with chassis and runway plow
OVR200

Øveraasen RS200 Canuck
14ft long airport runway sweeper with 13.1 clearing width, pintle style hook-up for smaller airport operations
OVR200C

Øveraasen RSC 250 Underbody Airport Sweeper/Plow/Sprayer package
Compact /all-in-one airport chassis with 20ft underbody sweeper, runway plow, and chemical sprayer
OVR250

Øveraasen RSC 400 Underbody Airport Sweeper/Plow/Sprayer package
Compact /all-in-one airport chassis with 20ft underbody sweeper, runway plow, and chemical sprayer
OVR400

Øveraasen Runway Light Plow
Runway light plow that mounts to loaders for cleaning runway edge lights
OVRWL

Øveraasen UTV 175 Snow Blower Attachment
1,320TPH self-powered attachment blower for tractors/loaders
OVR175

Øveraasen UTV 300 Snow Blower Attachment
1,650TPH self-powered attachment blower for tractors/loaders
OVR300

Øveraasen UTV 430 Snow Blower Attachment
3,000TPH self-propelled attachment blower for tractors/loaders
OVR430

Øveraasen UTV 600 Snow Blower Attachment
4,500TPH self-propelled attachment blower for tractor/loaders
OVR600

Smart-Tote 125 De-Icing Sprayer
Liquid De-Icing Sprayer with booms, slides into the back of a pick-up truck
SMART125

Turn-key Eagle CLAAS Xerion 5000 EAE
Multi-Season, Multi-Purpose Airport Runway and Airport Snow Chassis, c/w Quick Hitch Attachment and Hydraulic Systems, Displacement, Multiplexing, and Rotary Snowplows, Towed and Front Mount Sweepers, Situational Awareness and Low Visibility Navigation System, and Runway Incursion Warning Systems & 2 airport snow desk system seats
TKECX5EAE

Eagle CLAAS EAE
Multi-Season, Multi-Purpose Airport Runway & Airport Snow Chassis
EAE-01

Metal Pless Airport Plow
44' Airport Multiplexing Runway and Apron Plow
TSMXP-01

Turn-key CART Package
Comprehensive Advanced Real Time Runway Condition reporting tool including BAT (Braking Availability Tester), RCAM (Runway Assessment Camera) and supporting software
TKBAT01

Raiko T-15
Mechanical/Environmentally Friendly Ice Breaker
RKT-15

Raiko T-14
Mechanical/Environmentally Friendly Ice Breaker
RKT-14

Raiko P-15
Mechanical/Environmentally Friendly Ice Breaker with Rear-Mounted Blade
RKP-15

Raiko P-14
Mechanical/Environmentally Friendly Ice Breaker with Rear-Mounted Blade
RKP-14

Eagle Edge Lite
Runway Edge Light Cleaner mountable to a tracked or wheeled skid steer, c/w multiplexing plow
EAL-19

Eagle Edge Lite Blower
Runway Edge Light Cleaner - mountable to Runway Snowblower
EELB-19

Eagle Edge Lite Eagle CLAAS EAE
Runway Edgelight Cleaner mountable to Eagle CLAAS EAE, c/w multiplexing plow
EELEAC-19

FOD Commander
Tow-behind matt for collecting FOD (Foreign Object Debris) on airport runways, taxiways, and aprons
FODCOM

Spare Parts - Team Eagle offers a comprehensive and thorough supply of recommended spare parts, service, and support on all equipment offered in our proposal. Due to the breadth of the proposed equipment, our Recommended Spare Parts List (RSPL) to cover all of these products and the combinations they form would be in the thousands. However, we have provided an example of what these lists would look like. We would be happy to provide Members with a customized RSPL or service/support quote upon requests, based on their equipment, as well as their needs and requirements. Please see sample RSPL enclosed.

Please note that Team Eagle has over 100 airport runway maintenance and snow removal vehicle products with related supplies and services with an almost infinite number of options and configurations. Please see attached pricing document for most frequently purchased turn-key equipment, systems, and options.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Airport Runway Maintenance and Snow Removal Equipment – Eagle CLAAS EAE and Eagle Attachments, Raiko Ice Breakers, Metal Pless Plows, SMART Manufacturing De-icing Sprayer, Overaasen Snow blowers, runway sweepers, plows and sprayers, Eagle Edge Lite cleaner.</p> <p>Runway Inspection Tools – CART (RCAM, BAT[TM])</p> <p>Runway Safety Equipment – FOD Commander</p>	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Plows;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Metal Pless Airport Plow, Øveraasen Plows, Eagle CLAAS package, Eagle Edge Lite Cleaner w/plow
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Øveraasen TV and UTV series Snow Blowers and Snow Blower Attachments, Eagle CLAAS package, Eagle Edge Lite Cleaner
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Øveraasen RS and RSC series Runway Sweepers, Eagle CLAAS package, Eagle Edge Lite Cleaner, FOD Commander
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	SMART Manufacturing Liquid de-icing sprayers, Overaasen RSC sprayer packages, Raiko environmentally friendly Ice Breaker
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	Available on a case by case basis upon Member request.
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	Available upon a case by case basis upon Member request.
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	Available upon a case by case basis upon Member request.
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Technology, parts, service, training, warranty, etc. are examples of turn-key solutions available to complement the equipment being offered in this RFP.
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Team Eagle has fully stocked parts supplies in excess of \$1M as recommended by each of our manufacturers, along with fully trained and certified technicians available for maintenance repair and/or warranty related services.</p> <p>Team Eagle offers a comprehensive and thorough supply of recommended spare parts, service, and support on all equipment offered in our proposal. Due to the breadth of the proposed equipment, our Recommended Spare Parts List (RSPL) to cover all of these products and combinations they form would be in the thousands. However, we have provided an example of what these lists would look like. We would be happy to provide Members with a customized RSPL or service/support quote upon requests, based on their equipment, as well as their needs and requirements. Please see sample RSPL enclosed for reference purposes.</p>

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	N/A	N/A - Team Eagle Ltd. takes no exceptions to the Terms and Conditions of this RFP.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell_Price_List_2022_TeamEagle.xlsx - Tuesday November 15, 2022 11:05:21
 - [Financial Strength and Stability](#) - Financial Strength and Stability Reference Letters.pdf - Tuesday November 15, 2022 10:45:07
 - [Marketing Plan/Samples](#) - Team Eagle Marketing Samples Literature.pdf - Tuesday November 15, 2022 09:51:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Team Eagle Warranty Statement 2022.pdf - Monday November 14, 2022 15:35:53
 - [Standard Transaction Document Samples](#) - Order Confirmation Sample .pdf - Monday November 14, 2022 15:37:21
 - [Upload Additional Document](#) - Team Eagle Supporting Documents.pdf - Tuesday November 15, 2022 10:07:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben McKeown, Commercial Business Manager, Team Eagle Ltd.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1