



MASTER AGREEMENT #012026

CATEGORY: Airside Ground Support Equipment with Related Services and Solutions

SUPPLIER: Oshkosh AeroTech, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Oshkosh AeroTech, LLC, 4074 S 1900 W, Roy, UT 84067-4103 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on March 13, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #012026) to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Airside Ground Support Equipment (GSE) with Related Services and Solutions used to maintain aircraft in airfield operation areas including but not limited to the following. New, refurbished, and leasing options related to i.-vi. below may be considered.

- i. Pushback tractors;
- ii. Ground power units, pre-conditioned air units, and air start units;
- iii. Baggage and cargo handling equipment;
- iv. Lavatory, potable water, and aircraft maintenance trucks;
- v. Passenger boarding bridges, stairs, and access ramps; and,
- vi. Aircraft re-fueling equipment.

In addition to the primary solutions offered, proposers may offer complementary products and services directly related to those GSE solutions in i.-vi. above, including but not limited to the following: rentals, GSE fleet management systems, GSE pooling services, aircraft deicing equipment, dollies, bobtail trucks, replacement parts, electric GSE and charging stations, autonomous equipment, and ducting.

Proposers may also offer related analytics software and monitoring solutions and services to the extent those solutions are directly related to and complementary to the GSE solutions in i.-vi. above. Software solutions not related to GSE will not be considered. A stand-alone offering of software solutions will not be considered.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Intentionally Omitted.**
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

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

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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

012026-OSAT

Sourcewell

Oshkosh AeroTech, LLC

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 4/10/2026 | 9:41 PM CDT

Signed by:

Dennis Elwood

8784D8A2A554492...

By: _____

Dennis Elwood

Title: Director, Finance

Date: 4/10/2026 | 2:35 PM CDT

RFP 012026 - Airside Ground Support Equipment with Related Services and Solutions

Vendor Details

Company Name: Oshkosh AeroTech, LLC
Address: 4074 S 1900 W, Ste 500
Roy, Utah 84067
Contact: Tim Helm
Email: jetwayproposals@oshkoshaerotech.com
Phone: 817-965-9586
Fax: 817-965-9586
HST#: 83-3763708

Submission Details

Created On: Thursday December 18, 2025 12:47:32
Submitted On: Monday January 19, 2026 18:12:26
Submitted By: Tim Helm
Email: jetwayproposals@oshkoshaerotech.com
Transaction #: e2a7af41-4e59-4f5f-94e3-d138c01ff7f2
Submitter's IP Address: 69.15.33.176

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Tim Helm	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CLS7SVZGDDJ1	*
5	Provide your NAICS code applicable to Solutions proposed.	333415 333413 333414 334419 335312 336413 481112	*
6	Proposer Physical Address:	4074 S 1900 W Roy, Utah 84067-4103 United States	*
7	Proposer website address (or addresses):	http://www.oshkosh-aerotech.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dennis Elwood - Director, Finance 4074 S 1900 W Roy, Utah 84067-4103 United States delwood@oshkosh-aerotech.com +1 (801) 603-0795	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tim Helm - Sales Manager 4074 S 1900 W Roy, Utah 84067-4103 United States thelm@oshkosh-aerotech.com +1 (817) 965-9586	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clayton Jacob - Pricing Proposal Coordinator 4074 S 1900 W Roy, Utah 84067-4103 United States cjacob@oshkosh-aerotech.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Oshkosh AeroTech's Jetway Systems®, a business unit of Oshkosh Corporation (NYSE: OSK), is a global leader in passenger boarding bridge technology and integrated gate equipment. Oshkosh Corporation is an industrial technology company dedicated to innovating purpose-built vehicles and equipment that empower those who build, serve, and protect communities. Founded on a People First culture and strong core values, Oshkosh champions innovation, diversity, and ethical practices across all its brands. In 2023, Oshkosh acquired JBT AeroTech, bringing Jetway Systems®, Ground Support Equipment, and Airport Services under the Oshkosh portfolio. Since 1959, Jetway Systems® has led the aviation industry in the design and manufacture of passenger boarding bridges, Jetpower® 400 Hz ground power units, and JetAire® pre-conditioned air systems. With more than 10,000 bridges installed at over 190 airports worldwide, Jetway® bridges are known for reliability, safety, and advanced features such as auto-leveling cabs, pre-positioning systems, and AI-enhanced iOPS telematics for real-time equipment monitoring. Jetway® continues to innovate through operator assist and automation technologies that reduce aircraft turn times and environmental impact. Today, Jetway® delivers comprehensive gate solutions by providing global service, spare parts, and engineering support, maintaining its position as a trusted industry leader in airside infrastructure.	*
12	What are your company's expectations in the event of an award?	We expect to negotiate the terms and conditions between Sourcewell and OSK. We will discuss OSK's current backlog and lead-times for new customer purchases. We will also need to discuss how Sourcewell intends to market our products through their venue as well as how OSK is permitted to do the same. As for sales, we do not have high expectations for vast purchases, but in the first year we are expecting to receive serious inquiries, and hopefully a few sales. Sales should increase annually.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Oshkosh AeroTech, LLC is a financially stable subsidiary of Oshkosh Corporation, a publicly traded company with strong balance-sheet performance as reflected in its most recent Form 10-K filing. Our organization continues to demonstrate consistent profitability, disciplined cash management, and a solid credit position that supports ongoing project execution across our markets. The company's financial statements are audited annually and publicly available, ensuring full transparency of our financial standing and compliance with all applicable reporting standards. Oshkosh AeroTech, LLC maintains an active surety relationship with Travelers Casualty and Surety Company of America, which has extended a bonding program providing a single-project limit of \$60 million and an aggregate bonding capacity of \$750 million (as confirmed in the attached surety letter). Our current bond rate is 2.00 per thousand, reflecting the company's strong credit and risk profile.	*
14	What is your US market share for the Solutions that you are proposing?	Regarding PBB's, we average an 80+% market share. For PCA's & GPU's, the share is considerably less as there are considerably more competitors. For new gate sales on PCA's and GPU's we are probably around 60+%. For replacement only of PCA & GPU equipment we are more like 20%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Around 70+%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Oshkosh AeroTech, LLC is a manufacturer and service provider. Sales, engineering, project management, manufacturing, and lifecycle support are performed primarily by Oshkosh AeroTech employees, ensuring direct accountability from contract award through closeout. Jetway® passenger boarding bridges and associated gate equipment are engineered, fabricated, assembled, tested, and supported by in-house personnel at Oshkosh AeroTech's Ogden, Utah facilities. Field services, commissioning, warranty, and aftermarket support are provided by Oshkosh AeroTech employees and long-established, authorized installation partners operating under Oshkosh AeroTech standards and oversight. Jetway® does not rely on an independent dealer network; Oshkosh AeroTech retains single-source responsibility for sales, product delivery, and ongoing service for the products proposed in this RFP	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Oshkosh AeroTech carries licenses where applicable across the United States.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Oshkosh Corporation (10-Time Honoree) 2025 World's Most Ethical Companies® Honoree	*
21	What percentage of your sales are to the governmental sector in the past three years?	Most of all our sales are in the US and sold to airports that are owned or managed by local government entities. Municipal management by the city, county, or state. This is probably more than 90%. Not to mention that more than 70% of the U.S. purchases are paid and regulated by Federal grants.	*
22	What percentage of your sales are to the education sector in the past three years?	0%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None. We have no other Co-Op agreements. This would be our first.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Regarding the Jetway segment of the Oshkosh AeroTech Vocational business unit, we are not aware of GSA contracts or standing offers and Supply Arrangements. We cannot speak for other segments or even other business units.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
AERO BridgeWorks, Inc.	Jay Grantham	770-423-4200	*
Builders Chicago	Josh Rich	713-851-8718	*
SkyCon, Inc.	Ashley Woolstenhulme	801-319-2005	*

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

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

Line Item	Question	Response *	
26	Sales force.	Oshkosh AeroTech maintains a dedicated sales organization comprised of four New Equipment Regional Sales Managers and four Aftermarket Regional Sales Managers. All sales personnel are direct employees and are supported by an internal commercial team that includes three pricing analysts, one proposal coordinator, and four sales administrators, providing comprehensive coverage, technical support, and responsiveness across the United States and Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We do not have authorized Sellers, resellers, wholesalers, or distributors in the U.S. or Canada. We do have third-party companies in the industry who regularly purchase from us for projects that they intend to Prime.	*
28	Service force.	Oshkosh AeroTech maintains an in-house field service organization consisting of three Field Service Technicians and three Customer Care Specialists. This team, comprised of direct employees, is responsible for equipment testing, commissioning, on-site technical support, and formal asset turnover to the end user, ensuring consistent service quality and lifecycle support.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are processed directly through Oshkosh AeroTech and coordinated by the assigned Regional Sales Manager in collaboration with the Contract Administration team. Oshkosh AeroTech manages order entry, contract compliance, scheduling, and fulfillment, providing customers with a single point of accountability throughout the ordering process.	*
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.	Oshkosh AeroTech provides a structured, manufacturer-direct customer service program designed to support customers from equipment commissioning through the full operational lifecycle. Upon turnover, customers are transitioned to Oshkosh AeroTech's Customer Care team, which serves as the primary point of contact for service requests, technical support, warranty coordination, and parts assistance. Service requests are logged and triaged by Customer Care Specialists to ensure timely response and appropriate escalation to Field Service Technicians or engineering support as required. Response times are prioritized based on operational impact, safety considerations, and contractual commitments, with remote troubleshooting utilized whenever possible to minimize downtime. This integrated service model provides Sourcewell participating entities with a single, manufacturer-backed support structure focused on responsiveness, reliability, and long-term asset performance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Oshkosh AeroTech is fully capable of and committed to providing its products and services to all eligible Sourcewell participating entities. Through a manufacturer-direct sales, manufacturing, and service model, Oshkosh AeroTech offers consistent pricing, standardized contract compliance, and nationwide support across the United States. The company's established sales, project management, manufacturing, and customer service infrastructure enables efficient execution for entities of all sizes and locations.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Oshkosh AeroTech is willing and able to support Sourcewell participating entities in Canada. The company maintains experience serving Canadian airports and public agencies and provides sales coordination, equipment delivery, commissioning, and customer support in accordance with applicable Canadian codes, standards, and regulatory requirements. Oshkosh AeroTech's integrated service model ensures consistent support and manufacturer accountability for Canadian Sourcewell participants.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any participating entity that is current under a specific contract or agreement with OSK, or is in the negotiation process of a specific contract or agreement, would not be able to re-route those agreements through Sourcewell. That includes established Frameworks, long-term agreements, or blanket PO's. However, the same entities current under another specific contract or agreement with OSK, or negotiation a specific contract or agreement would be permitted access to procure through our agreement with Sourcewell, just not if they are locked-in to a framework, long-term, or blanket PO agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii has very specific requirements related to their unique environmental conditions. The Hawaii bridges will require a totally different bridge structure design that the bridge models that we are pricing. They will also require a considerable amount of add-on upgrades for environmental protection. Hawaii purchases will definitely need to be worked-out in design before pricing can be finalized. Alaska bridges will require essential winter weather add-on added-cost features. Both locations will required ocean freight transport.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Please clarify. What do you mean by "any awarded master agreement"? Agreed-upon terms and conditions between Sourcewell and OSK should be good for the purchasing entities. Terms and conditions that they have with other suppliers are likely not acceptable. We are not aware of any non-profit entities buying PBB & gate equipment.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Once an agreement has been made, our sales team will make our potential customers aware of our agreement and urge them to consider direct purchases via Sourcewell to avoid the added cost and time of preparing and managing RFP's/RFB's. We can add information to our websites identifying this option, and we can make it a part of our strategy while exhibiting at trade shows and conferences.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	While we do have a robust website for all of the unique products that Oshkosh produces, Most of the equipment that would be provided through this agreement is very unique and usually is sold through bid-only opportunities. And because there are only two legitimate providers in this market, and because most of the bid purchases are governed by federal funding requirements, we do not benefit from targeted marketing via internet and social media. Our social media is more reflective of our successes. Marketing at trade shows and by word of mouth has been just as successful for us as social media, metadata, and printed advertising. We would certainly consider the use of social media and metadata to make our association with Sourcewell know to the market.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We expect that Sourcewell will be reaching out to all of the airport customers that are currently part of Sourcewell's customer base to make them aware of our association and the process for which they may be able to purchase PBB gate equipment via Sourcewell. Additionally, we expect that Sourcewell will also be reaching out to airports that are not currently in your customer base. We expect that Sourcewell will provide us with brochures and table top placards for use while exhibiting at trade shows.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In addition to the base level bridge and equipment pricing offered, Oshkosh can add the following products and services: • Non-standard add-on features (the list is quite extensive)(pricing is contingent on project specifics) • Freight to site (pricing is contingent on equipment, location, and timeframe) • Takedown & scrap of existing equipment (includes hoisting equipment rentals)(pricing is contingent on equipment & sizing and location) • Installation of all new purchased equipment (includes hoisting equipment rentals)(pricing is contingent on equipment & sizing and location) • Testing and commissioning of installed equipment (pricing is contingent on equipment, project size, location, and timeframe) • Operator and/or maintenance training (customized to the equipment, project size, location, and timeframe) • Video recording of training sessions for future train-the-trainer use (must be arranged in advance and requires additional cost) • Supply and install other third-party equipment can be provided at additional cost, such as potable water cabinets, late bag chutes, wheelchair and baggage lifts or conveyors, PCA hose retrievers or reels, GPU output cables, etc. (some third-party products may affect the project schedule)	*
42	Describe in detail your 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.	Oshkosh AeroTech, LLC provides a manufacturer-backed warranty covering Passenger Boarding Bridges (PBBs), Ground Power Units (GPUs), and Preconditioned Air Units (PCAs). The standard warranty period is one (1) year from the date of acceptance or work completion, provided the equipment is unmodified and properly maintained. The warranty covers defects in materials and workmanship and ensures compliance with contractual design and performance requirements. Valid claims must be submitted in writing, and Oshkosh AeroTech may, at its discretion, repair or replace the equipment or provide an equitable refund. The warranty excludes misuse, unauthorized modifications, improper installation, routine maintenance items, and incidental or consequential damages. Warranty administration is managed directly by Oshkosh AeroTech, providing Sourcewell participants with a single, manufacturer-direct claims process.	

43	Describe any technological advances that your proposed Solutions offer.	Oshkosh AeroTech's proposed solutions incorporate advanced technologies designed to improve airport safety, efficiency, sustainability, and asset performance. Key technological advancements include AI-enabled and cloud-connected monitoring platforms that provide real-time visibility into gate and ground equipment utilization, diagnostics, and remote support. Oshkosh AeroTech also offers autonomous and operator-assist technologies, such as JetDock® automated passenger boarding bridge docking, which enhances precision, reduces aircraft turnaround time, and improves operational safety. Emerging modular robotic and autonomous systems are being developed to support repetitive airfield tasks, situational awareness, and foreign object detection (FOD). Additional advances include electrified and hybrid-electric ground support and gate equipment to support emissions-reduction goals, along with integrated telematics, geo-fencing, and digital operator-assistance features that promote predictable, safe, and efficient operations across airport environments.	*
44	Describe safety features your equipment has such as automatic braking, anti-collision sensors, stability controls, autonomous operation, and remote-control features.	Our passenger boarding bridges are designed with multiple layers of safety, including automatic braking on vertical and horizontal drive, obstruction detection, and a collision avoidance system for multiple-bridge gates to keep them from running into each other. Stability is ensured through structural design, redundant motion limits, and continuous monitoring of passenger boarding bridge movement. Automatic leveling to maintain the PBB height as passengers enplane and deplane, dead-man controls, emergency stop stations, and interlocks are also standard to ensure safe operation at all times. Full details of these features can be found in our standard PBB specification, included with our proposal.	
45	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Oshkosh AeroTech and Oshkosh Corporation maintain a comprehensive sustainability program focused on reducing environmental impact through product design, manufacturing practices, and operational efficiency. Key green initiatives include the development of electrified and low-emission airport gate and ground support equipment, technologies that reduce aircraft auxiliary power unit (APU) use, and digital monitoring systems that optimize energy consumption and asset utilization. Jetway® passenger boarding bridges are supported by a third-party verified Environmental Product Declaration (EPD) prepared in accordance with ISO 14025 and ISO 21930 standards and independently verified by SCS Global Services, the program operator and certifying body. At the corporate level, Oshkosh Corporation has established science-based greenhouse gas emissions reduction targets validated by the Science Based Targets initiative (SBTi). Manufacturing facilities operate under ISO 14001 environmental management systems where applicable, and select locations have achieved TRUE Zero Waste certification administered by Green Business Certification Inc. (GBCI). These initiatives demonstrate Oshkosh AeroTech's commitment to environmental stewardship, regulatory compliance, and supporting Sourcewell participating entities in meeting sustainability and emissions-reduction objectives.	*
46	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	• Our passenger boarding bridges are covered by a third-party verified Environmental Product Declaration (EPD), issued by SCS Global Services in accordance with ISO 14025 and ISO 21930. This EPD is based on an independently reviewed life-cycle assessment, reviewing material composition, energy use, resource consumption, and environmental impact. This EPD is valid through July 8, 2030. • Our passenger boarding bridges also comply with NFPA 415-2022 Edition, Chapter 6, meeting the fire protection requirements in place for airport facilities. • A full list codes, regulations, and standards compliance can be found in our standard specification, included with this proposal.	*
47	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?	Jetway is recognized as the oldest PBB manufacturer in existence, and PBBs are often called Jetways because of this. Oshkosh AeroTech Jetway standard PBB offering is constructed with a very unique all-welded corrugated steel exterior structure design that makes the bridge extremely rigid and durable, and water-tight. Jetway corrugated bridges are the most reliable PBBs have been known to exceed the design-life by more than 20 years because of this design. Jetway bridges use electro-mechanical vertical lift drive systems which has been more widely accepted than hydraulic vertical lift drive systems used by other manufacturers. Jetway is also the only PBB manufacturer in North America that also manufactures its own ground power units and pre-conditioned air units, in the same factory. If you purchase all from Jetway, you deal with the same company on warranty and service needs. Jetway also provides aftermarket service and support and call-out or fulltime maintenance contracts at all locations using our own employees. We can also provide and install third-party PBB/PCA/GPU related gate equipment. Our planners have over 100 years of layout and gate planning expertise. Oshkosh AeroTech Jetway is a one-stop shop for this specific gate equipment.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	We do not carry any of these certifications.	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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57	Describe your payment terms and accepted payment methods.	Unless otherwise indicated in the Seller's Quotation, Product(s) sold under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then: -Domestic Payments: will be by monthly progress payments based on an approved schedule of values. -International Payments: will be made by means of an irrevocable confirmed letter of credit in a form satisfactory to Seller and drawn on a U.S. bank of seller's choice unless another form of payment is approved by seller. All prices quoted and payments tendered will be made in U.S. dollars unless another currency is agreed to by the seller. All costs relating to such letter of credit, including any bank confirmation charges, are for the account of the Buyer. Spare Part sales shall be 100% payable upon shipment of goods by Seller. a. Terms are net 30 days subject to credit approval. b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.	*
58	Describe any equipment leasing or pooling options, describe how the program works, third parties involved, and other considerations applicable to those programs.	N/A. We do not offer any equipment leasing or pooling options.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Customer standard PO or contract in conjunction with Oshkosh AeroTech – Jetway standard terms and conditions (see attached terms and conditions)	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	N/A. Our contract values exceed the amounts that P-card procurement typically allows. It is not a viable payment option.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing model is line-item by equipment and equipment model type. Passenger boarding bridges are developed for specific customer requirements or applications, no two are the same. For the benefit of Sourcwell participating entities, we have created "standard" models with established prices. Due to customer specific requirements or applications, this standard may require deviations. As such, unit pricing may be affected.	*
62	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Jetway does not post list pricing. However, the standard established pricing for Sourcwell for the standard PBB model types is priced with a 2% discount. Standard PCA and GPU models are priced with a 1% discount.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	(i) For orders consisting of six (6) or more identically sized units of equipment, individual unit prices will be reduced by one percent (1%). For orders involving substantially larger quantities, the customer and seller may mutually agree to negotiate additional discounts. (ii) For orders, regardless of delivery location, that include three (3) or more identically sized units of equipment, individual unit prices will be reduced by one percent (1%). This discount applies to the base equipment as well as associated accessories. This discount may be combined with the discount described in item (i), where applicable.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products can be purchased, depending on the specific customer's needs. These can be discussed on a case-by-case basis, and a quote will be provided. Typical sourced equipment includes baggage slides/conveyors/lifts, rooftop air conditioners (RTU's), and potable water cabinets.	*
65	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The list prices do not include installation, testing/commissioning, training, site survey, sales tax, or bond. These cost adders are determined by the equipment ordered, service requested and airport location. If the customer wishes to arrange installation separate from this purchase, a list of approved installers can be provided. Testing/commissioning/training must be done by a qualified Oshkosh AeroTech representative in order to place the equipment into warranty, especially if a third party performs the installation.	*

66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight varies greatly depending on equipment selected, quantities, and location. As a result, it must be priced separately from the list prices provided. Boarding bridges are oversized and overweight and require specialized trucking equipment to transport safely. This includes specialized permitting and escorts. Freight can be provided from our facility to the end destination. Alternatively, customer-sourced freight can be accommodated. Due to the highly specialized requirements for transporting our equipment, it is recommended that freight is purchased through Oshkosh.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the size and weight of our equipment, ocean-freight is the only option when shipping to Alaska and Hawaii. Deliveries to Canada can be made by truck but are often limited to certain seasons due to frost-laws and road conditions. Ocean and international freight are offered separately from the list prices provided.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our standard delivery methods are considered unique as it is. Outside of specialized trucking and ocean shipments, there are no additional methods available.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	We are committed to maintaining full compliance with established pricing and contractual terms. Our organization has successfully implemented similar controls for other customer-specific pricing agreements. Each pricing agreement is assigned to a designated salesperson who is responsible for oversight of all proposals issued to that customer. In the case of a Sourcewell agreement, which may apply to multiple participating entities across multiple regions, all sales personnel will be formally notified of the agreement and trained on its applicable terms and pricing requirements. In addition, the agreement will be distributed to our bids and proposals group, which is responsible for preparing and reviewing pricing for new projects. Each proposal is prepared in accordance with the Sourcewell agreement and is subject to a secondary review and approval process to confirm compliance with pricing and contractual terms prior to issuance.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	On the front end, we will track the number of orders received under the Sourcewell agreement. This is an existing metric maintained by our sales organization for other cooperative and customer-specific agreements. On the back end, project-specific financial performance and profitability are tracked by our project management and accounting teams. These projects are reviewed on a monthly basis to identify performance trends, variances, and opportunities for improvement. The same metrics and review processes will be applied to all purchases made through the Sourcewell agreement, consistent with our standard operating procedures.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	For passenger boarding bridge purchases, we propose a 1% administrative fee. For pre-conditioned air and ground power unit purchases, we propose a .5% administrative fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

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

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Oshkosh AeroTech Jetway is offering, as our standard, our corrugated passenger boarding bridges (PBB's) and our point of use PBB-mounted ground power units (GPU's) and our point of use PBB-mounted pre-conditioned air units (PCA's). Please see our accompanying brochures and specifications for more details. Oshkosh AeroTech also manufactures other styles of PBB's for specialized applications. The pricing for the specialized PBB styles is available upon request and upon submission of architectural designs, environmental conditions, layout configurations, and apron loading capacities. Please see additional brochures.	*
74	Describe services or technology offered such as maintenance, training, repair, fleet management software, lifecycle tracking and analysis or other services related to your proposed solutions.	Oshkosh AeroTech offers maintenance and repair services, routine and preventative maintenance programs, and aftermarket support for its equipment. The iOPS® system is available to support fleet management, lifecycle tracking, and service analytics, providing visibility into asset performance and maintenance history. Training services may be provided through customized training agreements with multiple levels and durations based on customer needs. Routine maintenance service agreements are also available if desired.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	No subcategories to what we are offering.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Pushback tractors	☐ Yes ☒ No	No additional comments.	*
77	Ground power units	☒ Yes ☐ No	No additional comments.	*
78	Pre-conditioned air units	☒ Yes ☐ No	No additional comments.	*
79	Air start units	☐ Yes ☒ No	No additional comments.	*
80	Baggage and cargo handling equipment	☐ Yes ☒ No	No additional comments.	*
81	Lavatory, potable water, and aircraft maintenance trucks	☐ Yes ☒ No	No additional comments.	
82	Passenger boarding bridges, stairs, and access ramps	☒ Yes ☐ No	No additional comments.	
83	Aircraft re-fueling equipment	☐ Yes ☒ No	No additional comments.	
84	Complementary products and services directly related to those GSE solutions above, including but not limited to the following: rentals, GSE fleet management systems, GSE pooling services, aircraft deicing equipment, dollies, bobtail trucks, replacement parts, electric GSE and charging stations, autonomous equipment, and ducting.	☐ Yes ☒ No	No additional comments.	

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

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 10715-A SOURCEWELL PRICE LIST.pdf - Monday January 19, 2026 14:58:53
 - [Financial Strength and Stability](#) - 10K Filing 2024.pdf - Monday January 19, 2026 14:57:50
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Monday January 19, 2026 14:58:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - OSHKOSH AEROTECH, LLC.pdf - Monday January 19, 2026 15:02:35
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - SOURCEWELL - PROPOSAL PACKET.pdf - Monday January 19, 2026 18:10:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Airside_Ground_Support_Equipment_RFP_012026 Thu December 18 2025 01:03 PM	☒	2
Addendum_1_Airside_Ground_Support_Equipment_RFP_012026 Wed December 17 2025 03:33 PM	☒	2



**AMENDMENT #1
TO
SOURCEWELL MASTER AGREEMENT #012026 - OSAT**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Oshkosh AeroTech, LLC** ("Supplier").

Sourcewell entered into a master agreement (012026-OSAT) with Supplier to provide Airside Ground Support Equipment with Related Services and Solutions, effective April 10, 2026, through March 13, 2030 ("Agreement").

Supplier has requested to modify the Agreement to amend Article 2: Sourcewell and Supplier Obligations of the Contract by replacing Section 19, currently identified as "Intentionally Omitted," with Sourcewell's standard Grant of License provision.

NOW, THEREFORE, the parties amend the Agreement as follows:

Section 19 of Article 2: Sourcewell and Supplier Obligations is amended by deleting "19) Intentionally Omitted" in its entirety and replacing it with the following language:

19) Grant of License.

a) During the term of this Agreement:

- i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) Sourcewell Promotion. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.



c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

Except as amended above, the Agreement remains in full force and effect.

Sourcewell

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Name: Jeremy Schwartz

Title: Chief Operating and Procurement Officer

Date: 9/29/2026 | 1:28 PM CDT

Oshkosh AeroTech, LLC

Signed by:

Dennis Elwood

8784D8A2A554492...

By: _____

Name: Dennis Elwood

Title: Director of Finance

Date: 9/30/2026 | 4:18 PM CDT