Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

MASTER AGREEMENT #080426
CATEGORY: Airfield Runway Materials, Services, and Related Solutions
SUPPLIER: Hi-Lite Airfield Services, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Hi-Lite Airfield Services, LLC, 20128 NY-12F, Watertown, NY 13601 (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 I: General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

D. **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.

E. **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 , unless it is cancelled or extended as defined in this Agreement.

1. **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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **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.

G. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in 080426 ("RFP") to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Airfield Runway Materials, Services, and Related Solutions, to include FAA and/or DoD compliant equipment and related supplies and services for the primary purpose of airfield repair, maintenance, and related activities, including but not limited to:

a. Airfield marking materials and supplies such as paints, thermoplastics, and glass beads;
b. Liquid or solid airfield deicer, and deicing services;
c. Rubber removal agents;
d. Firefighting agents such as aqueous film-forming foam (AFFF), alcohol-resistant AFFF (AR-AFFF), fluorine-free foam (F3), alcohol-resistant fluorine-free foam (AR-F3), biobased/soy-based fluorine-free foam, Purple K and Halotron;
e. Transition-related services used by airfields and other agencies such as risk assessment, planning, engineering, consulting, design, implementation, legacy AFFF/AR-AFFF removal and foam system cleanout, PFAS-containing material handling, storage, transportation, disposal and/or destruction, environmental remediation, system modification, testing, compliance documentation, and certification support.

Proposers may include directly related equipment, accessories, and services to the extent that they are complementary to the primary solutions being proposed.

H. **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.

I. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

J. **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.

K. **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell 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.

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

M. **Supplier Representations:**

1. **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.

2. **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.

3. **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.

N. **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 Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

O. **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 Sourcewell if this certification changes at any time during the term of this Agreement.

P. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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

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

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.

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.

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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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).

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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.

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.

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.

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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

A. **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.

B. **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.

C. **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.

D. **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.

E. **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.

F. **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).

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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;

G. **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.

H. **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.

I. **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.

J. **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.

K. **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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

    a. **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.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

b. **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.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

3. Use; Quality Control.

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. 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.

4. **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.

T. **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 to within any transaction documents.

U. **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.

V. **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:

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

1. **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

2. **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, P.O. Box 219, 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.

3. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list 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.

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

5. **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.

W. **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.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

X. **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 III:
Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

D. **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.

E. **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.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

F. **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.

G. **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.

H. **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.

Sourcewell	Hi-Lite Airfield Services, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Chris Miller A3B8B1CC27414B7...
By: _____	By: _____
Jeremy Schwartz	Christopher Miller
Title: Chief Procurement Officer	Title: President
Date: 10/29/2026 | 3:43 PM CDT	Date: 10/29/2026 | 1:34 PM PDT

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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, "Suppliers 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 Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

D. **Rights To Inventions Made Under a Contract or Agreement.**
If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

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

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

M. **Federal Seal(s), Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

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

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

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

RFP 080426 - Airfield Runway Materials, Services, and Related Solutions

Vendor Details

Company Name:	Hi-Lite Airfield Services,LLC
Address:	20128 NYS Rt 12F PO Box 597 Watertown, NY 13601
Contact:	PJ Mills
Email:	pj.mills@hi-lite.com
Phone:	941-713-2155
Fax:	315-777-8207
HST#:	35-2489959

Submission Details

Created On:	Monday June 22, 2026 12:00:00
Submitted On:	Tuesday August 04, 2026 14:04:34
Submitted By:	PJ Mills
Email:	pj.mills@hi-lite.com
Transaction #:	23275e21-2dc4-4be7-ae50-f2169fde4ef3
Submitter's IP Address:	45.3.134.170

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Hi-Lite Airfield Services, LLC	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Hasco, Inc, Cardinal/ International Grooving and Grinding, Interstate Sealant and Concrete (ISC), and Any Frontline Road Safety Group Family of Companies (50+ companies). See attached "Hi-Lite - Frontline Financial Strength Summary" for full list of all 50 Frontline family of companies.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: 71Z62 UEI: QVMNQC8PN376	*
5	Provide your NAICS code applicable to Solutions proposed.	237310 - Airport Runway Construction	
6	Proposer Physical Address:	20128 NY-12F Watertown, NY 13601	*
7	Proposer website address (or addresses):	www.hi-lite.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Christopher Miller President 1807 48th Ave E., Suite 100 Palmetto, FL 34221 P: (315) 583-6111 E: chris.miller@hi-lite.com	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	P.J. Mills Vice President, Business Development & Marketing 1807 48th Ave E., Suite 100 Palmetto, FL 34221	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		P: (941) 713-2155 E: pj.mills@hi-lite.com	
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Jennifer Egelston Sr. Contract Administrator 1807 48th Ave E., Suite 100 Palmetto, FL 34221 P: 315.583.6111 Ext. 710 E: jennifer.egelston@hi-lite.com	*

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Hi-Lite has more than 37 years of experience delivering airfield pavement maintenance projects ranging from a few hundred dollars to tens of millions. Founded in 1989 as a sweeping company, Hi-Lite completed its first pavement marking projects in parking lots before expanding into public roadways and, ultimately, airports. Today, the company completes hundreds of contracts annually across the United States, Canada, Puerto Rico, and the Caribbean, supported by regional operations in New York, Pennsylvania, Georgia, Florida, Texas, Arizona, Puerto Rico, and Canada. Hi-Lite is in the safety business. More specifically, we are a best-in-class airfield pavement maintenance contractor with a deep understanding of the operational demands of the aviation industry. From accelerated schedules and limited runway closures to the critical role pavement markings, rubber removal, and pavement preservation play in daily airport operations, our teams are equipped to perform safely, efficiently, and with minimal disruption. Every project is executed in accordance with Hi-Lite's ThinkZero® safety philosophy: Zero Accidents, Zero Defects, and Zero Losses. Our experienced crews, specialized equipment, and proven processes allow us to consistently deliver high-quality results that meet or exceed customer expectations. Hi-Lite utilizes state-of-the-art equipment and approved materials that meet applicable FAA requirements and specifications. Our services include airfield pavement marking, rubber removal, paint and marking removal, surface preparation, pavement preservation, crack sealing, friction testing, seal coating, grooving, concrete sealing, and preformed	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		thermoplastic surface signage. We also provide pavement marking materials, glass beads, airfield signage, and specialized application equipment.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon receiving an award from Sourcewell, Hi-Lite intends to build upon the proven success of its current cooperative purchasing program and significantly expand the volume, geographic reach, and scope of work delivered through the contract to airports across North America. Hi-Lite currently performs approximately $25 million annually in Sourcewell-related airfield pavement maintenance work across the United States. A new award would allow the company to leverage its existing customer relationships, national operating infrastructure, specialized equipment, and demonstrated contract performance to scale that volume further. Our objective is to establish the awarded contract as the leading cooperative purchasing solution for airfield pavement maintenance, markings, safety services, materials, and related solutions nationwide.	*
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	Years in business: 37 Annual Revenue last 3 years: 2023: $50 million - $60 million 2024: $60 million - $70 million 2025: $80 million - $90 million Hi-Lite will provide a financial strength summary document with this submittal.	*
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over	Hi-Lite considers exact market share data to be proprietary; however, we are the largest airfield pavement maintenance contractor in North America.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	the past three (3) years, along with the total number of states where you have made sales.		
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	Hi-Lite considers exact market share data to be proprietary; however, we are the largest airfield pavement maintenance contractor in North America.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	Hi-Lite Airfield Services, LLC. has never petitioned for bankruptcy nor been included as a responsible party in any bankruptcy proceedings.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No suspension or debarment of Hi-Lite Airfield Services, LLC. has occurred.	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Hi-Lite has not received any notable industry awards in the last 3 years.	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	90%	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	0%	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	Sourcewell 2023: $5,227,780.00 2024: $17,609,309.00 2025: $22,238,199.00 Hi-Lite also holds a current BuyBoard cooperative contract for airport products and services but no sales have been performed on this contract to date.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Hi-Lite does not currently hold any GSA or SOSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Tennessee DOT Aeronautics	Christopher Starr	(931) 222-9878	*
City of Dallas	Javier Centeno	(618) 525-2729	*
Sarasota/Bradenton International Airport	Eric Morrow	(941) 915-2716	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	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	24a) N/A 24 b) Hi-Lite is best described as a Service Provider: Hi-Lite is a fully integrated, self-performing service provider of comprehensive airfield pavement maintenance services. Through regional offices located across the United States, Canada, and Puerto Rico, we mobilize quickly and provide consistent, responsive service to airports throughout North America. Each region manages projects from initial sales and scoping through final installation and closeout, with dedicated regional sales representatives, estimators, project managers, field crews, and specialized equipment. Because these resources are maintained in-house and all personnel are Hi-Lite employees, we retain greater control over safety, scheduling, quality, accountability, and customer service. Hi-Lite supports airports with one-time projects as well as long-term, full-service pavement maintenance and FAA Part 139 compliance programs. These contracts may include pavement markings, rubber and paint removal, surface preparation, crack and joint sealing, pavement preservation, friction testing, grooving, re-texturing, airfield inspections, corrective maintenance, and other related services. Our team also assists customers with developing scopes of work, identifying immediate and long-term maintenance priorities, coordinating contract language with procurement departments, and navigating cooperative purchasing options. We have experience	

	your employees, or the employees of a third party?	administering statewide and multi-airport maintenance programs that allow participating agencies to consolidate services, standardize quality, reduce procurement time, and address pavement maintenance needs proactively under a single contract.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Hi-Lite Airfield Services, operations team consists of 6 internal sales and support staff. Inclusive to our internal sales and support, Hi-Lite also has 7 corporate support individuals assisting in sales and development plans. Hi-Lite's ground support has 300+ specialized technicians that are regionalized for continue growth for our cooperative contract. Purchasing and installation are responsibilities for each respective region. Our support staff helps with writing contracts, discussing options with procurement, helping procurement setup a membership with Sourcewell and educating customer on how to be compliant with FAA regulations.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Hi-Lite is a service provider and does not have an authorized seller / dealer network.	*
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Hi-Lite Airfield Services, LLC. boast the largest fleet of airport specific maintenance fleet in the United States. Additionally, the company has over 400 employees that can be readily dispatched throughout our service area. We also have access to the entire Frontline Road Safety Group (Parent Company) of companies as needed for fleet, maintenance, and employee needs (50+ sister companies).	*
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Regardless of how an opportunity is identified, whether through direct customer outreach, a sales call, marketing activity, trade show participation, cooperative purchasing inquiry, referral, or another source, the customer is connected with a dedicated Hi-Lite sales representative assigned to the customer's geographic territory. The sales representative works directly with the customer to understand the need, define the project or order requirements, review applicable specifications, confirm quantities and scheduling expectations, and identify the appropriate products, equipment, or services. For installation and field-service projects, the sales representative coordinates with estimating, operations, and other internal departments as needed to develop the scope, pricing, schedule, and execution plan. For equipment and material purchases, the sales representative coordinates with Hi-Lite's purchasing and logistics personnel to confirm availability, lead times, shipping requirements, and delivery details. Once the customer approves the proposal or quotation and issues a	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		purchase order or other required contract documentation, the order is submitted to Hi-Lite's contract administrator. The contract administrator reviews the purchase order and supporting documentation, verifies the applicable Sourcewell contract and pricing information, and enters the order into Hi-Lite's internal systems as a Sourcewell project or sale. After the project or sale has been entered into the system, it is assigned to the project manager responsible for the customer's geographic region. The project manager coordinates the operational requirements of the project, including scheduling, mobilization, staffing, equipment, materials, site coordination, customer communication, field execution, documentation, and project closeout. For equipment and material orders, Hi-Lite's purchasing and logistics personnel coordinate procurement, order processing, shipment, delivery, and any necessary follow-up. Customers are kept informed regarding product availability, expected lead times, shipping status, and delivery schedules. Upon completion of the project or fulfillment of the order, Hi-Lite's finance team manages invoicing, payment processing, financial documentation, and final administrative closeout. The finance team works with the contract administrator, project manager, and sales representative to ensure that billing is accurate and consistent with the approved purchase order, Sourcewell contract requirements, and completed scope of work. Throughout the entire process, the dedicated sales representative remains involved as the customer's primary relationship contact. The sales representative coordinates with the customer and Hi-Lite's internal teams to monitor progress, address questions or concerns, communicate updates, and help ensure the customer is satisfied with the completed project or order. All orders are facilitated directly by Hi-Lite Airfield Services, LLC. Hi-Lite does not rely on independent distributors, dealers, or third-party sales representatives to manage the customer relationship or ordering process. When manufacturers, suppliers, subcontractors, freight carriers, or other service providers are used to support fulfillment, they operate under Hi-Lite's coordination and oversight. Hi-Lite remains responsible for customer communication, order administration, contract compliance, project execution, billing, and final fulfillment from initial consultation through completion and closeout.	
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any	Hi-Lite provides a hands-on customer service program built around dedicated territorial coverage and clear points of contact throughout the entire customer relationship. Each customer is supported by a dedicated member of our sales team who is assigned to a specific geographic territory. This representative serves as the primary Sourcewell contact during the	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	incentives that help your providers meet your stated service goals or promises.	initial consultation, scope development, pricing, and contract process. Because our sales staff are organized by territory, they develop a working knowledge of each customer's facilities, operational requirements, procurement processes, and long-term maintenance needs. Once a project or purchase is initiated, the customer receives additional support from the appropriate operational team. Installation and field-service projects are assigned to a dedicated project manager with regional or territorial responsibility. The project manager coordinates scheduling, mobilization, project communication, field execution, documentation, and closeout. Equipment and material purchases are supported by our purchasing and logistics personnel, who oversee order processing, availability, delivery coordination, and product-related questions. This structure gives every customer direct access to personnel who are familiar with their region, project requirements, and service history. Customers are not routed through a general call center or left to navigate multiple departments without assistance. Their dedicated sales representative remains involved as an advocate throughout the process and works directly with project management, operations, purchasing, and executive leadership when needed. Hi-Lite is committed to responding promptly to customer inquiries. Initial requests are typically acknowledged within one business day, with urgent operational or project-related matters addressed as quickly as practicable based on the nature and location of the issue. Our territorial structure allows us to assign responsibility immediately, escalate concerns efficiently, and provide customers with timely updates through resolution. Performance is reinforced through internal accountability, clearly assigned customer ownership, project-management oversight, and company-wide service expectations. Sales representatives, project managers, and operational leaders are measured on responsiveness, communication, project execution, customer satisfaction, and the successful resolution of customer concerns. This coordinated approach helps ensure that every Sourcewell customer receives responsive, knowledgeable, and personalized service from initial inquiry through final completion and ongoing support.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Hi-Lite Airfield Services, LLC is committed to servicing all areas eligible for Sourcewell purchasing provided the market served is aviation based. Over the past 5 years, Hi-Lite has completed hundreds of service projects coast to coast in the United States for participating entities. This number will only grow with another contract award. Hi-Lite has the unique strength and capability to offer our services coast to coast and internationally whereas most of our competition is regional only. We will continue to scale our sales team and service offerings to provide quality and exceptional services anywhere, at any time in the	*

		United States, Canada, and the Caribbean for all participating entities.	
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Including the Candian territories. Minimum Mobilization Fee: $75,000 (USD) Minimum Project Size: $250,000 (USD) Maximum Duration Between Multiple Mobilizations: 30-days	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Hi-Lite Airfield Services, LLC. intends to service all states and territories within the United States of America and the provinces and territories of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Hi-Lite intends to service all sectors provided the work to be performed is on an airport.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Hi-Lite intends to service all sectors provided the work to be performed is on an airport.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Hi-Lite Airfield Services, LLC will extend the terms of any awarded master agreement to eligible nonprofit entities, provided that the requested products or services fall within the scope of the agreement and are applicable to an airport, airfield, heliport, aviation facility, or related pavement infrastructure. Because Hi-Lite's services are specialized for aviation and airfield environments, the availability of products and services to nonprofit entities will depend on the entity's operational needs, project location, and the applicability of Hi-Lite's contracted offerings.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload	Hi-Lite Airfield Services, LLC will promote the Sourcewell contract through a coordinated, national marketing strategy designed to reach airport executives, operations personnel, maintenance leaders, engineers, procurement officials, and other key decision-makers throughout the aviation industry. Hi-Lite attends more than 25 aviation conferences and trade shows annually across the United States and Canada. The Sourcewell contract will be actively promoted at these events through exhibit displays, printed materials, one-on-one customer meetings, networking activities, and direct discussions	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	optional samples of your marketing materials.	with airport representatives. These events include national, regional, and state aviation conferences, airport operations and maintenance events, snow and winter operations symposiums, pavement and infrastructure conferences, and other industry-specific programs. In addition to exhibiting, Hi-Lite personnel regularly participate in speaking engagements, panel discussions, educational sessions, and conference presentations. These opportunities allow Hi-Lite to educate airport professionals on cooperative purchasing, available contract solutions, procurement efficiency, project planning, and the ways Sourcewell can help airports obtain needed products and services more effectively. Hi-Lite's territory-based sales team will also promote the contract through direct, in-person visits to airports. Sales representatives will meet with airport leadership, operations teams, maintenance departments, engineering staff, and procurement personnel to explain the contract, identify potential applications, and assist customers with understanding how to utilize Sourcewell for their specific needs. Additional promotional efforts will include airport-specific lunch-and-learn presentations, webinars, email campaigns, digital newsletters, social media content, website promotion, customer case studies, printed brochures, and targeted outreach to Hi-Lite's extensive contact database developed over more than 30 years in the aviation industry. Hi-Lite will also coordinate marketing efforts with Sourcewell when appropriate, including joint presentations, co-branded materials, customer education initiatives, and participation in Sourcewell-supported events or outreach campaigns. Through this combination of direct sales activity, industry events, educational programming, digital marketing, and ongoing customer engagement, Hi-Lite will consistently promote the Sourcewell contract as a practical and efficient procurement option for airports and aviation-related entities. Additional brochures and links to videos and other marketing examples will be uploaded and attached to this response. https://vimeo.com/1067443291?fl=pl&fe=sh https://vimeo.com/930046982/349f09092e?fl=pl&fe=cm	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Hi-Lite Airfield Services, LLC uses a coordinated combination of digital marketing technology, customer data, performance analytics, and direct sales activity to enhance and optimize its Sourcewell marketing strategy. We have also partnered with Palantir to build and incorporate a customized and proprietary AI enterprise system to maximize our scheduling, planning, and operational efficiencies. Hi-Lite is already using many of these tools successfully in support of its current Sourcewell contract. Through targeted email campaigns, dedicated website content, social media promotion, video production, conference presentations, QR-enabled marketing materials, and direct customer follow-	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		up, Hi-Lite has increased awareness and utilization of the contract among airport customers. This experience provides Hi-Lite with established processes, an extensive aviation contact database, and a proven ability to convert marketing engagement into customer inquiries, project opportunities, and completed Sourcewell transactions. Hi-Lite promotes the Sourcewell contract through organic and paid social media content on platforms used by airport executives, operations personnel, maintenance professionals, engineers, procurement officials, and other aviation stakeholders. Social media content may include contract information, completed project highlights, customer success stories, service demonstrations, educational content, conference participation, speaking engagements, and relevant aviation industry updates. Dedicated website pages and landing pages are used to explain the Sourcewell contract, identify available products and services, provide procurement guidance, and connect interested customers with the appropriate Hi-Lite representative. Website traffic, page engagement, inquiry submissions, referral sources, and other available digital metrics are reviewed to determine which content and campaigns generate the strongest customer response. Hi-Lite also uses professional video production to create project demonstrations, service overviews, educational content, conference presentations, customer testimonials, and other digital marketing materials. Video content may be distributed through Hi-Lite's website, social media channels, email campaigns, conference presentations, trade show displays, and direct customer outreach. Email marketing is used to communicate with Hi-Lite's extensive database of aviation contacts developed over more than 30 years in the industry. Campaigns may be segmented by geographic territory, airport type, customer role, service need, prior engagement, conference attendance, or other relevant criteria. Hi-Lite reviews email delivery, open rates, link engagement, responses, and resulting customer inquiries to evaluate campaign performance and improve future outreach. QR codes are incorporated into brochures, trade show displays, conference materials, presentations, advertisements, and other printed literature. These codes provide airport representatives with immediate access to Sourcewell contract information, service pages, videos, case studies, contact forms, and other digital resources. Campaign-specific QR codes and links may also be used to determine which events, presentations, or materials generate the greatest level of engagement. Hi-Lite's speaking engagements, panel discussions, conference presentations, and educational sessions are supported through digital promotion before, during, and after each event. Presentation content may be repurposed into videos, articles, email communications, website content, brochures, and social media posts, allowing Hi-Lite to extend the reach of each engagement beyond the original audience. Marketing and customer engagement data are used to support Hi-Lite's	

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		territory-based sales team. Information generated through website inquiries, email campaigns, social media engagement, conference participation, QR code activity, and direct outreach helps Hi-Lite assign leads, prioritize follow-up, identify customer interests, and tailor future communications. Leads are routed to the appropriate regional sales representative, who coordinates directly with the airport and remains involved throughout the customer relationship. Hi-Lite will continue to refine and expand these proven digital and data-driven marketing practices throughout the term of any newly awarded Sourcewell contract. By combining technology, analytics, digital content, targeted communication, and direct customer engagement, Hi-Lite is able to expand contract awareness, improve the relevance of its messaging, and connect airport customers with the appropriate sales, project management, and operational resources.	
38	In your view, what is Sourcewell's role in promoting agreements resulting from this RFP?	Sourcewell will be a critical advocate for members that seek to purchase services under this solicitation that have questions regarding the procurment process. Sourcewell will be looked to as the experts in educating members that have entity specific questions. Hi-Lite would continue to lean on Sourcewell to aid in video production, customer eductation, and conference speaking engagement partnerships as these have greatly helped spread the word and build a solid procurement platform for our existing contract.	*
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Hi-Lite Airfield Services, LLC has already fully integrated Sourcewell into its sales process, generating more than $20 million in annual Sourcewell sales through its existing systems, personnel, and customer relationships. Our territory-based sales team is trained to identify eligible customers, present Sourcewell as a procurement option, and guide customers through the purchasing process. Sourcewell opportunities are tracked within our internal sales systems, and all purchase orders are reviewed and entered by our contract administrator as Sourcewell projects or sales. Once entered, each project is assigned to the appropriate regional project manager for scheduling and execution, while the finance team manages billing and closeout. The assigned sales representative remains involved throughout the process to coordinate with the customer and ensure satisfaction. Hi-Lite will continue to scale Sourcewell utilization by expanding these proven processes, training additional personnel, increasing customer outreach, and leveraging our existing national sales, project management, contract administration, and finance infrastructure.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how	Hi-Lite sells maintenance services primarily so an e-commerce / e-procurement ordering process is not currently provided.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	governmental and educational customers have successfully utilized them.		

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

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Hi-Lite Airfield Services, LLC. offers an extensive handstriper/marking layout training program available to Sourcewell members. These classes are held at an off site facility over multiple days. Curriculum offers an in depth, hands-on, approach to operating and maintaining the latest in Graco handstriper technology. We also partner with Sightline to offer airfield assesments and paint training to airports as well as having our own "Hi-Lite Academy" which trains all of our employees on equipment and best practices prior to sending them into the field.	*
42	Describe any technological advances that your proposed Solutions offer.	Hi-Lite utilizes the latest state of the art hardware and software in our equipment. All paint trucks are equipped with a SkipLine system that includes automated material usage and cameras/lasers to ensure installation accuracy. The hand painting equipment is rotated every 5 years to ensure the latest technology available. All of our waterblasters are custom built to have the best pumps and state of the heard removal heads, and our crack sealing / seal coating equipment is all custom built to cater specifically toward airport applications. Our Grooving equipment likewise is custom built and state of the art and still hold patents, showing that we literally lead the entire industry in our equipment builds and execution. Internal to Hi-Lite as a whole, we have also partnered with Palantir to build and incorporate a customized and proprietary AI enterprise system to maximize our scheduling, planning, and operational efficiencies.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	75%+ of Hi-Lite's equipment fleet was manufactured or rehabilitated to the current EPA emissions as required by law.	*
44	Describe any third-party issued, eco-labels, ratings, or certifications that	All of our GSB (P-608) seal coat applications are GreenCircle Certified. Since 2011, these products have been subjected to Life Cycle Assessments (LCAs), and have produced Environmental Product Declarations (EPDs) in conformity with ISO rules 14040, 14044 and 14025.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	your proposed solutions hold.		
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Hi-Lite's unique advantage in the marketplace is that we are not a general pavement contractor or highway contractor attempting to serve airports as one of many verticals. We are a best-in-class, airfield-focused pavement maintenance company with the specialized equipment, trained personnel, operational discipline, and airport-specific experience required to perform work safely and effectively in complex airside environments. One of Hi-Lite's most meaningful differentiators is our proven ability to use cooperative procurement not merely for individual projects, but as a strategic statewide infrastructure solution. Hi-Lite was the first airfield maintenance contractor in the country to successfully leverage Sourcewell cooperative purchasing to deliver a statewide general aviation airport maintenance program, providing maintenance services across an entire state's system of GA airports (Tennessee). This achievement demonstrates more than contract access; it proves that Sourcewell can be used to solve a real operational challenge for public aviation agencies that need speed, consistency, compliance, and specialized expertise across multiple airports. Currently we have also scaled this to Nebraska and Colorado and are working on several other statewide contracts at the moment as well. (A video of our Sourcewell success story in Tennessee can be found here: https://vimeo.com/1067443291). That statewide program is meaningful for Sourcewell participating entities because it shows that Hi-Lite understands how to turn a competitively awarded cooperative contract into a scalable, repeatable, and administratively efficient delivery model. Many public agencies, state aviation departments, airport authorities, counties, municipalities, and airport sponsors face similar challenges: limited staff capacity, aging pavement infrastructure, inconsistent local vendor availability, procurement delays, and the need to maintain safe and compliant airfields without reinventing the procurement process for every project. Hi-Lite's experience gives those entities a tested path to procure specialized runway and airfield maintenance services quickly, transparently, and at scale. Hi-Lite's services are routinely performed in highly regulated, time-sensitive, and operationally constrained airport settings, including Part 139 certificated airports, commercial service airports, general aviation airports, military and government facilities, and large international airport environments. Our work at some of the largest and most complex airports in North America (Dallas, Denver, Orlando, Atlanta, Charlotte, Nashville, Miami etc.), combined with our success supporting smaller general aviation airports, gives us a practical understanding of the full airport market. We understand runway and taxiway closures, aircraft movement areas, safety areas, escorting requirements, FAA compliance expectations, FOD prevention, night work, operational phasing, quality control, and the importance of returning pavement assets to service on schedule (More information on our successes and the unique value Hi-Lite brings to this space can be found in this news article: https://airportimprovement.com/article/airports-reap-benefits-cooperative-purchasing/).	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		Another unique advantage is Hi-Lite's ability to support long-term maintenance programs, not just one-time projects. We have experience delivering recurring and programmatic maintenance solutions in domestic and international airport environments. For example, for the last 10+ years we have executed 24/7/365 on-call maintenance contracts at Atlanta-Hartsfield Jackson International Airport (Georgia) and Luis Munoz Marin International Airport (Puerto Rico). This matters because airports do not need vendors who simply show up, perform isolated work, and leave. They need partners who understand pavement asset preservation, recurring inspection successes, operational priorities, budget cycles, safety requirements, and the long-term consequences of deferred maintenance. Hi-Lite's solutions are also designed around the full lifecycle of airfield pavement maintenance. Our capabilities include airfield markings, rubber removal, paint removal, surface preparation, crack sealing, pavement preservation, friction-related support, maintenance planning, and related materials and services. This integrated approach allows participating entities to address pavement safety, visibility, compliance, asset preservation, and operational continuity through a single experienced partner rather than coordinating multiple disconnected vendors. These advantages are meaningful for Sourcewell participating entities because they reduce procurement burden, reduce operational risk, improve consistency, and provide access to specialized airfield expertise that may not be available locally. Airports operate under intense safety, compliance, and scheduling pressure. A delayed, poorly coordinated, or improperly performed airfield maintenance project can create operational disruption, regulatory exposure, safety concerns, and unnecessary cost. Hi-Lite's experience, scale, and airport-specific focus help participating entities avoid those risks and execute airfield maintenance projects with confidence. In short, Hi-Lite's unique position in the marketplace is the combination of specialized airfield maintenance expertise, proven Sourcewell program execution, statewide cooperative procurement success, large-airport experience, international long-term maintenance capability, and the ability to deliver turnkey runway and airfield maintenance solutions at scale. These are unique because no other contractor in our space is doing what we are doing and at the scale we are doing it. For Sourcewell participating entities, that combination creates a practical, reliable, and efficient procurement path to services that directly support airport safety, compliance, and long-term infrastructure performance.	

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	Hi-Lite is not a certified minority business enterprise (MBE)	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	Hi-Lite is not a certified women business enterprise (WBE)	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Hi-Lite is not a certified disabled-owned business enterprise (DOBE)	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Hi-Lite is not a certified veteran-owned business enterprise (VBE)	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Hi-Lite is not a certified service disabled veteran owned business (SDVOB)	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	Hi-Lite is not a certified small business enterprise (SBE)	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	Hi-Lite is not a certified small disadvantaged business (SDB)	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	Hi-Lite is not a certified women-owned business enterprise (WOSB)	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Net 30 from completion (or demobilization on multiple mobilization projects)	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Hi-Lite accepts cash, checks, direct deposits, wire transfers and credit card payments (fees may apply with credit card payments depending on the location of the purchases). We do not currently accept P-card payments.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party providers or financial partners used.	Hi-Lite Airfield Services, LLC. does not offer leasing or finance terms at this time.	*
57	Describe any standard transaction	Our sample contract will be attached to this response. In	*

	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.	addition, Hi-Lite will at times use the customer's PO / contract forms provided the Sourcewell contract and contract number is incorporated into the agreement.	
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the ”Master Agreement Price”. B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Hi-Lite's Sourcewell pricing model is a 20% discount discount from typical MSRP. See the attached price schedule (all line items show the MSRP and discounted price as well per requirements). Additional volume discounts may be given on a case by case basis but the ceiling price will never be exceeded. Our full pricing list provided shows the line item description, unit of measure, MSRP, and Sourcewell discount price.	*
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Hi-Lite will provide volume discounts on a case by case basis. For example, an entire statewide program that gives us all of their airports may get a volume discount due to the substantial scope quantities provided. The 20% discount is a minimum discount and the ceiling will never be exceeded. Hi-Lite does not currently provide a rebate program.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	HI-Lite will offer "sourced/open market" items under the name "noncontracted." A non-contract item can be a service or good that is not included within our price proposal. These items could be noted as exclusions from Sourcewell pricing and added as a requirement of the purchasing entity. The final price of any non-contract item shall be negotiated between Hi-Lite Airfield Service, LLC. and the Sourcewell Member. These items will include "Non-Contract" in the line item description contained on the proposal.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges	General Conditions • Badging (direct and indirect expense) • Vehicle Passes • Escorting	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	associated with a purchase that are not directly identified as freight or shipping charges.	• Design, Survey, or As-Built Drawings • Shifts less than 8-hours (non-standard working hour fees may apply) • Bonds (bid, payment or performance) • Total project size less than $25,000 • Mobilizations less than $10,000 Item Exceptions • Rubber Removal, Paint Removal, Surface Preparation, and Mold Removal - Waste (Liquid and Solid) Disposal from removal operations. • Airport Consumables – Shipping • Training – o Travel Expenses (i.e. airfare, hotel, misc transportation, Breakfast/Dinner) o 5 Attendee minimum o Due Upon Reservation – 50% of Balance o Cancelation Penalty – no charge up to 10-days prior. Within 10-days the deposit will be forfeited	
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	When applicable, freight will be an additional cost. Hi-Lite will source a third party with all cost incurred being passed to the customer. This only applies to material purchases, not service offerings.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	When applicable, freight will be an additional cost. Hi-Lite will source a third party with all cost incurred being passed to the customer. This only applies to material purchases, not service offerings.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Hi-Lite does not have any of these.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Hi-Lite assigns a project class to each or our jobs and Sourcewell is a project class. This allows us to isolate in reports just the Sourcewell projects so we know what we have worked on. A sample contract list is attached.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Hi-Lite will track internal commercial and financial metrics to evaluate the growth, utilization, and profitability of the resulting Agreement. These metrics will include: • Total sales revenue generated through the Agreement • Year-over-year Agreement revenue growth • Gross and probability-adjusted pipeline value • Pipeline growth rate • Number and value of new opportunities added • Statewide adoptions • Average project and transaction value • Revenue generated per participating entity • Backlog value associated with the Agreement • Gross margin and direct margin by project • Overall Agreement profitability	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

		• Actual margin compared with estimated margin • Selling and marketing cost as a percentage of Agreement revenue • Customer acquisition cost • Return on business development and marketing investment • Sales forecast accuracy • Percentage of revenue generated by service category, geography, and customer type • Revenue and pipeline performance by individual sales representative or assigned territory These metrics will be reviewed regularly by Hi-Lite's business development, operations, finance, and executive leadership teams. The results will be used to identify growth opportunities, improve forecasting, refine sales and marketing investments, protect project profitability, and ensure the Agreement continues to produce sustainable value for Hi-Lite, Sourcewell, and participating entities.	
67	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.	Hi-Lite will continue to propose and honor a 2% fee payable to Sourcewell in consideration for support and services provided by Sourcewell.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Hi-Lite Airfield Services, LLC's proposed Sourcewell pricing is as good as or better than the pricing typically offered through our other cooperative contracts, state contracts, public agencies, and comparable public-sector sales channels. Our Sourcewell pricing is designed to provide participating entities with highly competitive ceiling rates while allowing Hi-Lite to offer additional project-specific discounts when efficiencies are available. Pricing reflects our national purchasing power, self-performing workforce, specialized equipment fleet, regional operating structure, and more than 30 years of experience serving airports and airfield customers. Hi-Lite's current Sourcewell contract generates more than $20 million in annual sales, demonstrating that our pricing is competitive, sustainable, and widely accepted by participating agencies. Pricing will continue to be reviewed against market conditions, labor and material costs, comparable public-sector work, and project-specific requirements to ensure Sourcewell participating entities receive equal or better value than customers purchasing through other available channels. The awarded pricing will serve as a ceiling. Where project size, volume, location, scheduling, or other operational efficiencies permit, Hi-Lite may offer pricing below the awarded rates.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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

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.

#	Category or Type	Offered *	Provide a detailed description of all solutions offered.	
69	Airfield marking materials and supplies such as paints, thermoplastics, and glass beads	(•) Yes ( ) No	Hi-Lite provides type 1, 2, and 3 airfield paint (white, yellow, red, black, blue, and green) with and without biocide, algicide, and rust inhibitors as well as type 1, 3, and 4 glass beads.	*
70	Liquid or solid airfield deicer	( ) Yes (•) No	Hi-Lite does not provide liquid or solid airfield deicer products at this time.	*
71	Deicing services	( ) Yes (•) No	Hi-Lite does not provide airfield deicing services at this time.	*
72	Rubber removal agents	(•) Yes ( ) No	Hi-Lite currently provides Aerogreen 4035 (Rubber Remover) and Aerogreen 4025 (Mildew Remover) through our Sourcewell contract.	*
73	Firefighting agents	( ) Yes (•) No	Hi-Lite does not provide airfield firefighting agents at this time.	*
74	Transition-related services	(•) Yes ( ) No	Hi-Lite provides airfield signage, stencils, paint equipment, and AWOS systems through our Sourcewell contract.	
75	Please describe other Solutions not specifically mentioned in this Table 7A, that are within the scope of this RFP.	(•) Yes ( ) No	Hi-Lite provides a full range of airfield maintenance services including but not limited to: airfield rubber removal and mold removal (high pressure waterblasting with and without chemical), marking removal (grinding & high pressure waterblasting), cleaning, surface preparation, pavement texturing, curing compound removal, airfield asphalt crack sealing (with and without routing), concrete joint sealing, spall repair, saw cutting, and grooving (asphalt and concrete), airfield seal coating (P-608 GSB-88, 78, P-623 PMM seal coat, P-632 rejuvenation, P-629 microsurface), airfield runway, taxiway, and apron marking (new & re-stripe, gate painting), preformed thermoplastic, and friction testing.	*

Table 7B: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
75	If applicable, describe how your airfield marking materials improve	Hi-Lite Airfield Services provides FAA-certified and compliant airfield marking materials and application systems designed to improve visibility, durability, pavement performance, and operational safety in demanding airport environments.	*

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

	runway/taxiway visibility, pavement friction, durability, and operational safety in wet, nighttime, low-visibility, and high-traffic conditions.	Our waterborne paint, preformed thermoplastic, reflective glass beads, and other approved marking systems produce clean, crisp, and highly noticeable markings that provide clear visual guidance to pilots, ground crews, and vehicle operators. High-performance airport glass beads are applied at appropriate rates and embedment depths to achieve strong retroreflectivity, improving marking recognition during nighttime operations, rain, low-light conditions, and other periods of reduced visibility. This enhanced clarity supports pilot situational awareness and helps minimize the risk of runway incursions, excursions, and ground-movement errors. Hi-Lite's materials are selected and installed to withstand the demanding conditions found on active runways, taxiways, aprons, and gate areas, including frequent aircraft traffic, braking and turning forces, jet blast, ultraviolet exposure, aviation fuels, lubricants, de-icing chemicals, and changing weather conditions. Proper pavement cleaning, surface preparation, removal of deteriorated coatings, and precise material application improve adhesion and help extend the service life of the finished marking system. Our application methods also account for pavement-friction performance. Material thickness, bead application, coating buildup, and surface texture are carefully controlled to provide visible, durable markings without creating excessively smooth surfaces or adversely affecting pavement traction. Where required, approved skid-resistant materials and application methods can be incorporated to further support friction performance in wet or high-traffic areas. Preformed thermoplastic markings provide additional benefits in areas requiring increased durability and rapid return to service. These markings incorporate UV-resistant pigments and retroreflective glass beads during manufacturing, allowing them to maintain color, clarity, and retroreflectivity as the material wears. They conform closely to pavement contours, resist aviation fuels, lubricants, and de-icers, and can allow treated areas to reopen to traffic in as little as 15 minutes. Depending on the application and operating environment, preformed thermoplastic may last the equivalent of eight to ten conventional paint cycles, reducing repeated closures, maintenance frequency, and long-term lifecycle costs. All markings are installed by trained and experienced airfield professionals using specialized equipment and practices that comply with applicable FAA requirements, including FAA Advisory Circular 150/5340-1M, Part 139 standards, approved project specifications, and manufacturer recommendations. The result is a durable, highly visible, and operationally efficient marking system that helps airports maintain safe aircraft and vehicle movement during wet, nighttime, low-visibility, and high-traffic conditions.	
76	If applicable, describe any eco-friendly, non-corrosive, low-toxicity, or reduced-runoff	Hi-Lite Airfield Services offers and distributes environmentally responsible chemical solutions for runway rubber removal, marking removal, surface preparation, and pavement maintenance. Available products may include biodegradable, water-soluble, non-caustic, low-toxicity, and non-corrosive	*

	solutions you offer for airfield deicing, marking removal, rubber removal, and pavement maintenance, and how these products help airfields reduce corrosion and environmental impact.	formulations selected to reduce reliance on harsh solvents while protecting pavement, joints, seals, lighting systems, equipment, and surrounding infrastructure. In addition to chemical sales, Hi-Lite provides turnkey removal and maintenance services utilizing controlled chemical application, high-pressure waterblasting, vacuum recovery, and runoff-containment practices. These systems can capture removed rubber, paint, debris, and process water, helping prevent migration into drainage systems, soil, or environmentally sensitive areas. Where appropriate, water-based and lower-pressure removal methods are used to reduce chemical consumption, pavement damage, waste generation, and water usage. Hi-Lite also supplies and applies durable, FAA-compliant marking and pavement-maintenance materials that extend service life and reduce the frequency of reapplication, removal, equipment mobilization, and operational closures. All products and processes are selected based on airport requirements, pavement compatibility, manufacturer recommendations, and applicable environmental regulations. This flexible product-and-service approach helps airfields reduce corrosion risk, chemical exposure, runoff, waste, and overall environmental impact while maintaining safe and compliant pavement conditions.	
77	If applicable, describe how your firefighting agents and transition-related services help airports and other agencies move safely from legacy AFFF/AR-AFFF to fluorine-free alternatives.	Hi-Lite does not currently sell any firefighting agents.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 78. **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 redlined Master Agreement Template, in **Microsoft Word format** 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?	Response *
	No

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Offering?	Category	Qty	Unit of Measure	Estimated Low	Estimated High	Comment
82	(•) Yes ( ) No	Marking materials (paint/beads/thermoplastic)	1	Per Gallon / Per Pound	Unit price for the largest commonly purchased volume tier	Unit price for the smallest standard order quantity	Estimated per-gallon / per pound pricing range based on standard package sizes and order quantities. Volume discounts apply. Final pricing is based on product, specification, color, package size, quantity, freight, and delivery location.
83	( ) Yes (•) No	Deicers (potassium acetate, sodium formate)					Hi-Lite does not currently sell deicers.
84	(•) Yes ( ) No	Rubber removal agents	1	Per Gallon	Lowest per-gallon price at your highest standard volume tier	Highest per-gallon price at your lowest standard volume tier	Estimated per-gallon pricing range based on standard package sizes and order quantities. Volume discounts apply. Final pricing varies by product formulation, package configuration, quantity, freight, and delivery location.
85	( ) Yes (•) No	Firefighting agents (foams, dry chemical, clean agents)					Hi-Lite does not currently sell firefighting agents.
86	( ) Yes (•) No	PFAS/AFFF transition					Hi-Lite does not currently sell PFAS / AFFF Transition.

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 - 2026 Sourcewell Bid Price Sheet.xlsx - Monday August 03, 2026 17:35:18
- Financial Strength and Stability - Financial Strength & Stability.zip - Monday August 03, 2026 17:26:25
- Marketing Plan/Samples - Sourcewell Marketing Materials.zip - Tuesday August 04, 2026 10:08:46
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Hi-Lite - Sample Contract.docx - Wednesday July 22, 2026 16:14:04
- Requested Exceptions (optional)
- Upload Additional Document - Hi-Lite Promotional Sourcewell Videos.zip - Monday August 03, 2026 17:18:54

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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. - Christopher Miller, President, Hi-Lite Airfield Services, LLC

Docusign Envelope ID: 98E785C6-371A-84AA-81D8-1F7A7DF3D3DB

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_3_Airfield_Runway_Materials_Services_and_Related_Solutions_RFP_080426 Fri July 24 2026 12:26 PM	☑	2
Addendum_2_Airfield_Runway_Materials_Services_and_Related_Solutions_RFP_080426 Mon June 22 2026 11:30 AM	☑	1
Addendum_1_Airfield_Runway_Materials_Services_and_Related_Solutions_RFP_080426 Thu June 18 2026 07:51 AM	☑	1